

# Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 14 - Town of Wappinger	Amparo	✓		
District 4 - Town of Hyde Park	Black	✓		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	✓		
District 3 - Town of LaGrange	Borchert	✓		
District 8 - City and Town of Poughkeepsie	Brendli	✓		
District 22 - Towns of Beekman and Union Vale	Coviello	✓		
District 6 - Town of Poughkeepsie	Flesland	✓		
District 16 - Town of Fishkill and City of Beacon	Forman	✓		
District 21 - Town of East Fishkill	Horton	✓		
District 15 - Town of Wappinger	Incoronato	✓	✓	
District 10 - City of Poughkeepsie	Jeter-Jackson	✓		
District 18 - City of Beacon and Town of Fishkill	Landisi	✓		
District 12 - Town of East Fishkill	Metzger	✓		
District 17 - Town and Village of Fishkill	Miccio	✓		
District 1 - Town of Poughkeepsie	Nesbitt	✓		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓		
District 9 - City of Poughkeepsie	Rieser	✓		
District 5 - Town of Poughkeepsie	Roman	✓		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	✓		
District 20 - Town of Red Hook	Strawinski	✓		
District 24 - Towns of Dover and Union Vale	Surman	✓		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	✓		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	✓		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		✓	
<b>Present:</b>	<u>23</u>	<b>Total:</b>	<b>23</b>	
<b>Absent:</b>	<u>2</u>		<b>2</b>	
<b>Vacant:</b>	<u>0</u>			

Date: 01/23/2017

Board Meeting  
of the  
Dutchess County Legislature

Monday, January 23, 2017

The Clerk of Legislature called the meeting to order at 7:00 p.m.

Roll Call by the Clerk of the Legislature

PRESENT: 23     Borchert, Miccio, Bolner, Strawinski, Amparo, Black,  
                      Brendli, Coviello, Flesland, Forman, Horton, Jeter-Jackson,  
                      Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano,  
                      Surman, Thomes, Truitt, Tyner

ABSENT: 2        Incoronato, Washburn

PRESENT, LATE:

Quorum Present.

Pledge of Allegiance to the Flag; invocation by Reverend Heather Moody of First Congregational United Church of Christ in Poughkeepsie followed by a moment of silent meditation.

**Proclamations, Commendations, and Presentations**

Commendation: James Sedore

The Chairman entertained a motion from the floor, duly seconded, to suspend the rules to allow the public to address the Legislature with respect to agenda items.

No one wishing to be heard, the Chairman entertained a motion from the floor, duly seconded, to resume the regular order of business.

Chairman Borchert entertained a motion to approve the December 2016 minutes.

The December 2016 minutes were adopted.

## **COMMUNICATIONS RECEIVED FOR THE JANUARY 2017 BOARD MEETING**

Received the following from County Clerk:

Mortgage Tax Report for December 2016 and Summary of Mortgage Tax received October 2016 – December 2016, and

Foreclosure Statistics for December 2016.

Received the following from Erie County Executive's Office:

Overview and Discussion of "A Prescription for Action", Local Leadership in Ending the Opioid Crisis,

Opioid Addictions Outbreak: A Response to a Public Health Crisis in WNY

Erie County Community Wide Guidelines, Acute Pain Management, and

A Prescription for Action, Local Leadership in Ending the Opioid Crisis.

Received the following from Chemung County Legislature

Resolution No. 17-045, Resolution Calling on Governor Andrew Cuomo and the State Legislature to Plan for Next Generation 911 in New York State and Create a New York State 911 Department that Supports County Public Safety Answering Points and Enhances Local Emergency Dispatch Services, and

Resolution No. 17-046, Resolution Calling on Governor Andrew Cuomo and the State Legislature to More Equitably and Efficiently Impose the 9-1-1 Surcharge on all Wireless Communication Devices and Use Revenues to Finance Life Saving County 9-1-1 Services.

Received from Real Property Tax, Statement of County Equalization for the Calendar Year Beginning January 1, 2017, Based on Assessment Rolls Completed, Verified, and Filed in 2016.

Received from County Executive, Order of Succession designating, in the following order, Dana Smith, Robert Balkind, and Sabrina Marzouka, Acting County Executive in the event of his absence from the county or inability to perform and exercise the powers and duties of his office.

Received from Board of Elections, Resolution No. 09-2016, Certified Election Expenses for 2015.

Received from Budget Director, General Contingency and Capital Reserve Account Status as of January 19, 2017.

## RESOLUTION NO. 2017007

RE: AUTHORIZING AMENDMENT OF FUNDING UNDER THE  
TRADE ADJUSTMENT ACT

Legislators PULVER, BORCHERT, BOLNER, LANDISI, HORTON, JETER-JACKSON, and TRUITT offer the following and move its adoption:

WHEREAS, the United States Congress enacted the Trade Adjustment Assistance (TAA) Program to provide the framework for a unique workforce preparation and employment system designed to meet the needs of businesses and the needs of job seekers and those who want to further their careers, and

WHEREAS, the New York State Department of Labor has provided allocations to Dutchess County for the operation of

\* FY 2015 TAA for the period of October 1, 2014 through September 30, 2017,

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to accept the allocation of funding under the above TAA Program and amend the following accounts:

APPROPRIATIONS Increase**2015**

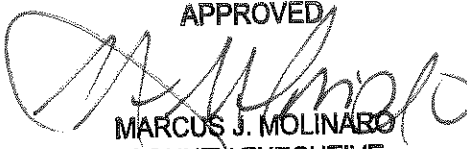
CD6292.2015.4813	TAA Participant Funding	\$3,800
		<u>\$3,800</u>

REVENUES Increase**2015**

CD6292.2015.47910.22	TAA Participant Funding	\$3,800
		<u>\$3,800</u>

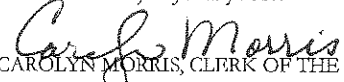
CA-003-17  
CRC/MY/kvh  
1/5/17  
G-1263  
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE



## FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 3,800

Total Current Year Revenue \$ 3,800  
and Source

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_  
Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

Additional Comments/Explanation:

Prepared by: MARILYN T. YERKS, CFO

Prepared On: 1/5/17

## *Family and Human Services Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner *		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		
Present: <u>12</u>	Resolution: <u>✓</u>	Total : <u>12</u>	<u>0</u>
Absent: <u>0</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017007 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE  
ADJUSTMENT ACT**

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23

Absent: 2

Vacant: 0

Resolution: ✓

Motion:     

Total: 23 0

Yes No

Abstentions: 0

**2017007 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ACT**

Date: January 23, 2017

RESOLUTION NO. 2017008

RE: APPOINTMENTS AND REAPPOINTMENTS AND TO THE DUTCHESS COUNTY  
FIRE AND SAFETY ADVISORY BOARD

Legislators ROMAN, BORCHERT, BOLNER, SAGLIANO, HORTON, BLACK,  
TRUITT and LANDISI offer the following and move its adoption:

WHEREAS, vacancies exist on the Dutchess County Fire and Safety Advisory Board due  
to the expiration of the terms of Margaret Wilbert (Harris), John Murphy, Dan Richards, George  
Sialmas, Vinny Galvin, Lou Zwecker, Richard Yeno and Russell Gasking; and

WHEREAS, Aaron Howard, Steven C. Tuttle and Rob Ulmer have expressed interest in  
being appointed to said Board; and

WHEREAS, Margaret Wilbert (Harris), John Murphy, Dan Richards, George Sialmas,  
Vinny Galvin and Lou Zwecker have expressed interest in being reappointed to said Board; now,  
therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby reappoint and appoint  
the following persons to the Dutchess County Fire and Safety Advisory Board for the terms  
indicated:

Appointment

Fire Chiefs Council

Aaron Howard  
24 O'Handley Drive  
Amenia, NY 12501

December 31, 2019

Paid Fire Services

Steven C. Tuttle  
3 Rose Street  
Hyde Park, NY 12538

December 31, 2019

Volunteer Fire Police Association

Rob Ulmer  
11 Alary Road  
LaGrangeville, NY 12540

December 31, 2019

Reappointment

Term Ends

EMS Council

Margaret Wilbert (Harris)  
P.O. Box 787  
88 Quail Lane  
Dover Plains, NY 12522

December 31, 2019

Fire Chiefs Council

John Murphy  
58 View Drive  
Pleasant Valley, NY 12569

December 31, 2019

Fire District's Association

Dan Richards  
3037 Route 82  
Pleasant Valley, NY 12569

December 31, 2019

Fire District's Association

George Sialmas  
15 Sialmas Drive  
P.O. Box 291  
Beacon, NY 12508

December 31, 2019

Volunteer Firemen's Association

Vinny Galvin  
8506 Chelsea Cove Drive North  
Hopewell Junction, NY 12533

December 31, 2019

Volunteer Firemen's Association

Louis Zwecker  
1824 Route 9G A-12  
Staatsburgh, NY 12590

December 31, 2019

STATE OF NEW YORK

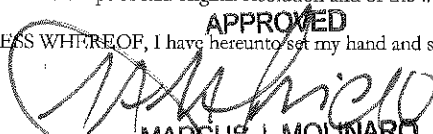
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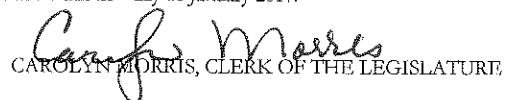
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

APPROVED

  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Date 1/23/2017 2

## AARON HOWARD JR.

24 O'Handley Drive Amenia, NY 12501

[aaronhowardjr@gmail.com](mailto:aaronhowardjr@gmail.com)

845-702-8684

### FIREFIGHTING CAREER EXPERIENCE

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2 <sup>nd</sup> Assistant Chief, <i>Amenia Fire Company</i>	January 2015 – Present
Vice President, <i>Amenia Fire Company</i>	January 2015 – December 2015
Fire Investigation Division member, <i>Dutchess County, NY</i>	January 2015 – May 2016
NYS EMT-B, <i>Amenia Fire Company</i>	March 2013 - Present
Chief's Council member, <i>Dutchess County, NY</i>	January 2011 - Present
Captain, <i>Amenia Fire Company</i>	January 2011 – December 2014
2 <sup>nd</sup> Lieutenant, <i>Amenia Fire Company</i>	January 2009 – December 2010
3 <sup>rd</sup> Lieutenant, <i>Amenia Fire Company</i>	January 2008 – December 2008
Firefighter of the Year, <i>Amenia Fire Company</i>	2007
Trustee, <i>Amenia Fire Company</i>	January 2007 – December 2012
Firefighter, <i>Amenia Fire Company</i>	June 1999 – Present
Junior Firefighter, <i>Amenia Fire Company</i>	June 1995 – May 1999

### MILITARY EXPERIENCE

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Sergeant, <i>United States Marine Corps, Camp Lejeune, NC</i>	July 1999 – August 2006
<ul style="list-style-type: none"><li>• Operation Enduring Freedom and Operation Iraqi Freedom Veteran</li><li>• Marine Corps Combat Life Saver Certified</li><li>• Combat Action Ribbon</li><li>• (2) Navy &amp; Marine Corps Achievement Medals</li><li>• (2) Marine Corps Good Conduct Medals</li></ul>	

### EDUCATION

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NYS EMT Basic Northern Dutchess Paramedics	March 2013
NYS Fire Training Program, New York State Office of Fire Prevention and Control (Transcript available upon request)	June 1999-Present
United States Marine Corps Institute, U.S.M.C., Camp Lejeune, NC	June 1999 - August 2006
NYS High School Diploma, <i>Webutuck Central School, Amenia, NY</i>	June 1999

**Dutchess County Fire and Safety Advisory Board  
392 Creek Rd.  
Poughkeepsie, NY 12601**

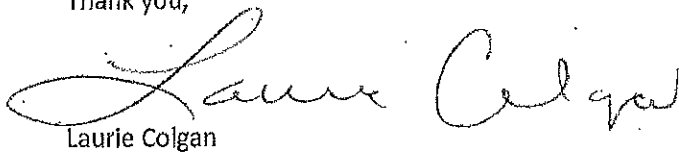
November 1, 2016

This is to confirm that the following have been nominated for reappointment to the Dutchess County Fire and Safety Advisory Board. Their appointments shall be effective January 1, 2017 and end December 31, 2019

EMS Council	Margaret Wilbert (Harris)
Fire Chiefs Council	John Murphy
Fire Districts	Dan Richards
Fire Districts	George Sialmas
Volunteer Fire Assoc.	Vinny Galvin
Volunteer Fire Assoc.	Lou Zwecker

The Dutchess County Fire and Safety Advisory Board has also nominated Aaron Howard for appointment to replace Richard Yeno.

Thank you,



Laurie Colgan  
Secretary, Dutchess County Fire and Safety Advisory Board

# **STEVEN C. TUTTLE**

*3 Rose Street  
Hyde Park, New York 12538  
(845) 233-4277*

## **EDUCATIONAL BACKGROUND**

**New York City Fire Department, First Line Supervisors Training Program;** Attended and successfully completed a month-long classroom and practical training program for NYS first-line career fire officers. Received the Commissioner Salvatore Cassano Award, having ranked as class valedictorian. January 2015.

**New York State Office of Fire Prevention and Control;** 100+ Fire Service courses and training seminars completed, including Fire Service Instructor I with National Instructor I Certification & Fire Officer I with National Certification. June 1992 – Present.

**Environmental Sciences Research Institute (ESRI);** Training and certification in many aspects of Geographic Information Systems (GIS). December 2009 – Present.

**International Critical Incident Stress Foundation;** Certificate of Specialized Training in Emergency Services. September 2001.

**Westchester Fire Training Academy;** New York State Professional Firefighter Training, including numerous New York State fire courses. November 1997.

**Dutchess Community College;** New York State certified AEMT-Paramedic, including; Advanced Cardiac Life Support, Pre-Hospital Trauma Life Support, and Pediatric Advanced Life Support. July 1997.

**Arlington Senior High School;** Honor Key graduate, including a NYS Regents diploma. June 1994.

## **PROFESSIONAL EMPLOYMENT**

**Fire Lieutenant,** Arlington Fire District, Poughkeepsie, New York. Currently hold the position of Fire Lieutenant, and serve as a first-line fire officer, responsible for the safety and leadership of the on-duty fire and EMS shift personnel. Full-time. August 2014 – Present.

**Firefighter / EMT,** Arlington Fire District, Poughkeepsie, New York. Responsible for the protection of lives and property of residents in the Arlington Fire District, while maintaining and enhancing my knowledge and training in both fire and EMS services. Full-time. September 1997 – August 2014.

**9-1-1 Public Safety Dispatcher,** Dutchess County Department of Emergency Response, Poughkeepsie, New York. Responsible for answering 9-1-1 calls for fire, ambulance, and police emergencies, and dispatching the appropriate authorities in a timely manner. Part-time. August 1999 – September 2015.

**NYS State Fire Instructor,** Dutchess County, New York. Responsible for instructing many levels of fire service courses to both volunteer and career fire personnel in Dutchess County. April 2003 – March 2005.

## **PROFESSIONAL LEADERSHIP EXPERIENCE**

**Career Training Bureau Instructor,** Arlington Fire District. Responsibilities include instructing department classes, drills, and training sessions. Also hold certification as a **CPR Instructor** through the American Safety and Health Institute. September 2000 – Present.

**9-1-1 CAD/GIS Team Leader,** Dutchess County 9-1-1. Served as the leader of a team of dispatchers specially trained in the maintenance, upkeep, trouble-shooting, and programming of the 9-1-1 Computer Aided Dispatching software and GIS maps. Also served as the 911 dispatch liaison to the 37 fire chiefs in Dutchess County, the Sheriff's Office, and the Office of Computer Information Services. 2009 – 2015.

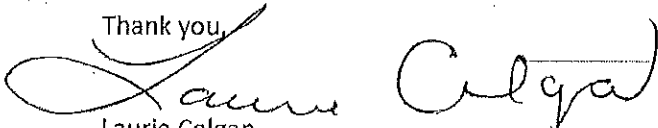


**Dutchess County Fire and Safety Advisory Board  
392 Creek Rd.  
Poughkeepsie, NY 12601**

January 5, 2017

The Dutchess County Fire and Safety Advisory Board has nominated Steven Tuttle for appointment to the board. He replaces Christopher Mills, who represents the Career Fire. His appointment shall be effective January 1, 2017 and end December 31, 2019.

Thank you,

A handwritten signature in cursive script, reading "Laurie Colgan". The signature is written in dark ink and is positioned above the printed name and title.

Laurie Colgan

Secretary, Dutchess County Fire and Safety Advisory Board



## Volunteer Fire Police Association of Dutchess County Inc

*Nancy Pacella, Corresponding Secretary*  
10 Howard Drive, Newburgh, NY 12550  
Tel: (845) 926-2354 Fax: (845) 569-2102  
Email: NanPacella@aol.com

December 26, 2016

Ms Laurie Colgan  
Executive Secretary  
Dutchess County Department of Emergency Response  
392 Creek Road  
Poughkeepsie, NY 12601

Dear Ms. Colgan:

Re: Nomination to the D.C. Fire and Safety Advisory Board.

The Volunteer Fire Police Association of Dutchess County, Inc. wishes to, and respectfully requests to present our Association's nominee, Mr. Rob Ulmer, an active member of the Beekman Fire Department, for favorable consideration to becoming a member of the Dutchess County Fire and Safety Advisory Board effective January, 2017.

Mr. Ulmer, residing at 11 Alary Road, LaGrangeville, NY 12540, is a 1991 graduate of the Somers High School in Westchester County and officially became a highly-respected member of the Somers Volunteer Fire Department in 1992 remaining active until he moved outside of the Fire District in 2000. From 1998 to 2000 he was employed by the NYS Department of Transportation joining the Town of Kent Highway Department shortly thereafter, where he is currently employed. In January 2016 Rob officially became an active member of the Beekman Fire Department.

His firematic credentials include but are not limited to Firefighting Essentials (1993), Wildlands Search and Rescue (1993), Aircraft Rescue and Firefighting (1994), Pump Operator (1994), Accident Victim Extrication (1996), Incident Safety Officer (1996), and Fire Police (2016). This past spring Rob became an active member of the Volunteer Fire Police Association of Dutchess County. We conducted a conference at which the NYS Department of Homeland Security & Emergency Services presented Rob with a certificate of participation in a course

titled Intelligence Liaison Officer. The conference also included Active Shooter Response.

The Association makes this nomination to replace the position held for many years by Russell "Bud" Gasking who retires from the Fire and Safety Advisory Board after many dedicated years of service to the County.

Thank you for officially presenting our nominee for favorable consideration and an official appointment to the Board.

Sincerely yours,

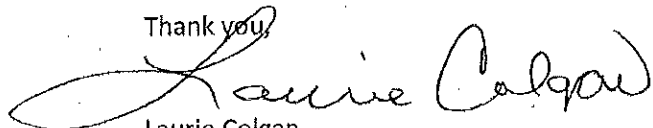
Nancy Pacella  
Corresponding Secretary

**Dutchess County Fire and Safety Advisory Board  
392 Creek Rd.  
Poughkeepsie, NY 12601**

December 29, 2016

The Dutchess County Fire and Safety Advisory Board has nominated Rob Ulmer for appointment to the board. He replaces Russell Gasking, who represents the Fire Police. His appointment shall be effective January 1, 2017 and end December 31, 2019.

Thank you,

A handwritten signature in black ink, appearing to read "Laurie Colgan". The signature is fluid and cursive, with a large initial "L" and "C".

Laurie Colgan  
Secretary, Dutchess County Fire and Safety Advisory Board

**Dutchess County Fire and Safety Advisory Board  
392 Creek Rd.  
Poughkeepsie, NY 12601**

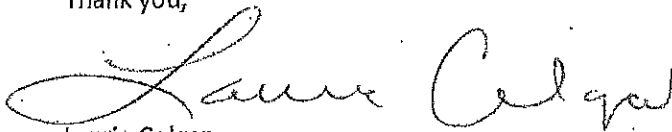
November 1, 2016

This is to confirm that the following have been nominated for reappointment to the Dutchess County Fire and Safety Advisory Board. Their appointments shall be effective January 1, 2017 and end December 31, 2019

EMS Council	Margaret Wilbert (Harris)
Fire Chiefs Council	John Murphy
Fire Districts	Dan Richards
Fire Districts	George Sialmas
Volunteer Fire Assoc.	Vinny Galvin
Volunteer Fire Assoc.	Lou Zwecker

The Dutchess County Fire and Safety Advisory Board has also nominated Aaron Howard for appointment to replace Richard Yeno.

Thank you,



Laurie Colgan  
Secretary, Dutchess County Fire and Safety Advisory Board



## **DUTCHESS COUNTY EMS COUNCIL**

392 Creek Road  
Poughkeepsie, New York 12601

*Proudly Serving the Emergency Medical Service Agencies of Dutchess County*

September 30, 2016

Dutchess County Department of Emergency Response  
392 Creek Road  
Poughkeepsie, NY 12601

Re: Fire and Safety Advisory Board appointment

Dear. Laurie Colgan,

The Dutchess County EMS Council has unanimously appointed Maggie Wilbert (Harris) to remain on the Fire and Safety Advisory Board.

Sincerely,

*Dutchess County EMS Council*



## Fire Chiefs Council of Dutchess County

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392 Creek Road, Poughkeepsie, NY, 12601

September 22, 2016

Dear Sir:

At the September 15, 2016 Dutchess County Chiefs Council meeting, the Council members voted and approved the reappointment of John Murphy to the Fire Advisory Board. Also, Aaron Howard, past Chief of Dover, was voted to be a representative to the Board, replacing Richard Yeno, who is not returning.

If there are any further questions, please contact me.

Sincerely,

Barbara L. Cary,  
Secretary

**DUTCHESS COUNTY ASSOCIATION OF FIRE DISTRICTS**

**392 Creek Road  
Poughkeepsie, NY 12601**

October 22, 2016

Dutchess County Department of Emergency Response  
392 Creek Road  
Poughkeepsie, New York 12601

Dear Ms. Colgan;

This is to advise you that the Association of Fire Districts of Dutchess County has nominated Past Commissioner Dan Richards, Union Vale, NY and George Sialmas, Beacon, NY to serve as our representatives to the Dutchess County Fire and Safety Advisory Board. This is for a three year term ending December 31, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Jayne Murphy".

Jayne Murphy  
Secretary

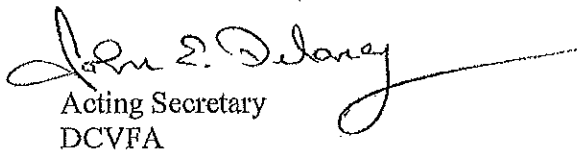




Dear Chairman Shultis

The DCVFA would like to reappoint Louis Zwecker and Vincent Galvin to the Fire Advisory Board as our representatives.

Firematically

  
Acting Secretary  
DCVFA

# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*	✓	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	✓	
District 20 - Town of Red Hook	Strawinski*	✓	
District 14 - Town of Wappinger	Amparo*	✓	
District 1 - Town of Poughkeepsie	Nesbitt (VC)	absent	
District 4 - Town of Hyde Park	Black	✓	
District 5 - Town of Poughkeepsie	Roman (C)	✓	
District 6 - Town of Poughkeepsie	Flesland	✓	
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	absent	
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 21 - Town of East Fishkill	Horton	✓	

Present: 9  
 Absent: 3  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 9 0  
           Yes    No  
 Abstentions: 0

**2017008 APPOINTMENTS AND REAPPOINTMENTS TO THE DUTCHESS COUNTY FIRE AND SAFETY ADVISORY BOARD**

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	
Present: <u>23</u>	Resolution: <u>✓</u>	Total : <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017008 APPOINTMENTS AND REAPPOINTMENTS TO THE DUTCHESS COUNTY FIRE AND SAFETY ADVISORY BOARD**

Date: January 23, 2017

RESOLUTION NO. 2017009

RE: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE  
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
AVIATION PROJECT FUNDING AGREEMENT FOR THE  
AIRPORT TERMINAL RENOVATION PROJECT (PIN 8902.41)  
AND ESTABLISH A CAPITAL PROJECT FOR RENOVATION  
OF THE AIRPORT TERMINAL BUILDING

Legislators PULVER, BORCHERT, BOLNER, SAGLIANO, HORTON, AMPARO,  
LANDISI, TRUITT, and INCORONATO offer the following and move its adoption:

WHEREAS, the Department of Public Works, Aviation Division, has applied to the New York State Department of Transportation for a grant which shall be used to renovate the Airport Terminal Building at the Dutchess County Airport at an estimated cost of \$988,500, representing 90% of the project cost, with the local share being \$98,850, representing 10% of the project cost, and

WHEREAS, the Airport Terminal Renovation project includes building envelope deficiencies and building code deficiencies, replacement of terminal facade, installation of an elevator to provide accessibility to the second floor, replacement of leaking and energy inefficient windows/doors, improvements to bathroom facilities, improvements to main entry automatic doors, preparation of space for a café and improvement of terminal signage, and

WHEREAS, it is necessary for this Legislature to authorize execution of the grant agreement and to establish a Capital Project Account for the project to provide for receipt and expenditure of the funds, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the above subject project, and it is further

RESOLVED, that this Legislature hereby authorizes the County Executive to accept the grant offers made by the NYSDOT in connection with the Airport Terminal Renovation Project and further authorizes and empowers the County Executive or his designee to execute said grant agreement and other agreements related to this project on behalf of the County of Dutchess when received, and be it further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the project, and it is further

RESOLVED, that this resolution shall take effect immediately, and it is further

RESOLVED, that the Commissioner of Finance is authorized and directed to establish the following Capital Project Account:

APPROPRIATIONS

Increase

EA0502.5610.3150

A.9950.9801

Building-Reconstruction  
Contribution to EA Capital

\$988,500

\$98,850

\$1,087,350

REVENUES

Increase

EA0502.5610.35890.00

A9998.95110.87

EA0502.5610.50310

Other Transp. Capital Projects -- NYS State  
Appropriated Reserve Capital  
Interfund Transfers

\$889,650

\$98,850

\$98,850

\$1,087,350

CA-001-17

G-0103-D

sc

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date

1/25/2017

STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23rd day of January 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 988,500

Total Current Year Revenue \$ 889,650

and Source

NYS DOT 2015 Aviation Capital Grant Program

Source of County Funds (check one): ☐ Existing Appropriations, ☒ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$98,850

Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

Dutchess County received an Aviation Capital Grant in the amount of \$988,500 to renovate the Airport Terminal Building. This resolution is requesting the Legislature to authorize the County Executive to sign the Aviation Project Funding Agreement (Project Identification No. 8902.41) and to establish a capital project for renovation of the terminal building. Renovation is to include building envelope deficiencies and building code deficiencies, replacement of terminal facade, installation of an elevator to provide accessibility to the second floor, replacement of leaking and energy inefficient windows/doors, improvements to bathroom facilities, improvements to main entry automatic doors, preparation of space for a cafe and improvement of terminal signage.

Prepared by: Robert H. Balkind, P.E, Commissioner

Prepared On: 11/15/2016

## AVIATION PROJECT FUNDING AGREEMENT

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Dutchess (the "Municipality/Sponsor") with its office at Poughkeepsie, NY

This Agreement covers eligible costs incurred after January 1, 2016

This agreement identifies the party responsible for administration, establishes the method and provision for funding and implementation of an aviation project pursuant to appropriation as such project is more fully described by Schedule A-1 annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement. The project shall be identified for the purposes of this agreement as Terminal Building Renovations (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

### WITNESSETH:

WHEREAS, Section 14-l of the Transportation Law authorizes the NYSDOT Commissioner to implement the Airport Improvement and Revitalization Program; and

WHEREAS, pursuant to authorizations and appropriations therefore, NYSDOT and the Sponsor are desirous of financing the Project; and

WHEREAS, the Sponsor attests that the Project has a useful service life as stated on the Schedule A-1 included herein; and

WHEREAS, the Sponsor will administer the Project and submit to NYSDOT for funding of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative or governing Body of the Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project and the terms and provisions of this Agreement and has further authorized the \_\_\_\_\_ of the Sponsor to execute this Agreement on behalf of this Sponsor (copy of such Resolution is attached to and made a part of this Agreement); and

WHEREAS, the Sponsor is not a sectarian institution;

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement: This document titled "Aviation Project Funding Agreement";
- Schedule A-1: Description of Project and Funding;
- Schedule B: Phases, Sub-phase/Tasks, and Allocation of Responsibility;
- Appendix A: Standard Clauses for New York State Contracts;
- Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);

Appendix B: Requirements for Federally Aided Transportation Projects;

Appendix C: Additional New York State Required Contract Provisions;

Appendix D: Goals for Equal Employment Opportunity (EEO) Participation; and

Resolution(s) - duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the Sponsor to execute this Agreement on behalf of the Sponsor and appropriating the funding required therefore;

**General Description of Work.** The Sponsor shall procure and provide all services, materials and necessary to complete the Project as more particularly described in Schedule A-1 and Scope of Work Schedule B.

**Maintenance.** Upon completion and acceptance of the Project Facilities by Sponsor, Sponsor shall certify to the NYSDOT Commissioner that the Project Facilities have been completed. Upon its completion, Sponsor shall maintain the Project facilities as well as ancillary facilities useful or necessary to the function of said Project at its own expense in accordance with the requirements of the NYSDOT Commissioner for the period of time of the period of useful life for such project as determined by Section 61 of the State Finance Law. If the Sponsor has to have the project facilities maintained by another party, any necessary maintenance contract shall be submitted to NYSDOT before construction commences.

**Disposition of Project Facilities.** Sponsor agrees, that during the period of time during which Title to the Project Facilities is paid for by the State is held by the State or in any event if funding of the State's share is from the State or other obligations issued by the State or any of its public benefit corporations, such Project Facilities shall not be rendered unusable, relinquished, discontinued or disposed of by Sponsor without the express written approval of the NYSDOT Commissioner having first been obtained. In the event of such approved disposition Sponsor shall be responsible to the purchaser or transferee to assume Sponsor's continuing obligations under this Agreement, or shall be responsible for the pro-rata share of the grant over the remaining useful life of the Project.

**Method of Performance of Work.** Sponsor agrees to undertake or cause to be undertaken and to proceed to complete the project as approved by the NYSDOT Commissioner and as described in the Scope of Work and to complete or cause to be completed said work within the time limits specified in said Scope of Work. The Project shall be performed by Sponsor's own forces or by contract or contracts entered into by the Sponsor in accordance with the law and the requirements of this Agreement. Sponsor agrees to obtain or cause to be obtained all permits and licenses necessary to progress the work, and also agrees to comply or cause to be complied with all Federal, State and Local Laws which in any way impact work to be accomplished by the project.

**Funding of Project Costs.** State financial assistance hereunder shall be in the form of a grant as more fully described in Schedule A-1. Sponsor shall provide its share of the cost of the Project, if any. Sponsor shall make every effort to secure federal assistance, if any, for the project.

If federal assistance which was not included in the calculation of the state financial assistance becomes available to the Sponsor, the amount of the state financial assistance shall be recalculated by reducing the amount of the assistance by the amount of such federal assistance, and the Sponsor shall pay to the state the amount by which the amount actually made exceeds the state financial assistance determined by the recalculation, if any.

**Limits of Funding.** Subject to the terms of the appropriation, NYSDOT agrees to make available funds up to the amount identified as State Aid in Schedule A-1 for eligible Project costs incurred by the Sponsor in the performance of the Project and the funding therefore is more fully described in Schedules A-1 and B. Project Costs in excess of the amount available for the work shall be the responsibility of Sponsor. Prior to start of construction, Sponsor shall ensure the availability of funds for Project Costs which are in excess of State funds being made available for the Project. If the Sponsor loses funding eligibility, the State shall not be liable for any Project Costs in excess of the amount available for the work.

**Eligible Project Costs.** NYSDOT will fund eligible Project costs incurred by the Sponsor in connection with the Project as approved by this Agreement. Eligible costs shall include, but not be limited to, costs of acquisition, construction, reconstruction, renovation and such other costs associated with the Project as are approved by the Sponsor and necessary in the performance of the Project. Eligible costs shall also include salaries and expenses of the Sponsor who are engaged in carrying out the Project, fees to consultants and professionals and the Sponsor for planning and performing the Project.



6.3 In no event shall this Agreement create any obligation to the Sponsor for funding or reimbursement of any amount in excess of the lower of:

- (a) the amount stated in Schedule A-1 for the State share of Project Costs; or
- (b) the amount so stated in Schedule A-1 as it is made available pursuant to certificate of the Division of the Budget; and
- (c) amounts described in the preceding paragraphs (a) or (b), less any duplicative funding of the same Project costs from other State sources.

6.4 *Debt Financing by Sponsor.* Grant monies shall not be used to pay for interest, issuance costs or reserves in connection with the issuance of debt by Sponsor to fund the Project, but may repay principal indebtedness incurred to fund eligible Project costs.

7. *Payments to Sponsor.* For work performed by or through the Sponsor, NYSDOT will fund or reimburse eligible Project costs either during the progress of construction or following completion of construction in accordance with NYSDOT policy and procedures.

7.1 *Progress Payments.* Sponsor may be reimbursed in progress payments, for eligible Project costs incurred by Sponsor in conformity with Schedule A-1, upon submission of a voucher by Sponsor in a form acceptable to NYSDOT.

7.2 *Final Payment.* Final payment to sponsor shall be made upon the application of Sponsor to NYSDOT, on a basis of work accomplished, upon submission of vouchers to the State, the submission of a Project Completion Report (hereinafter defined) together with such data as NYSDOT deems necessary to assure compliance with this Agreement evidencing that the work of the Project is completed.

Upon the completion of all said work by Sponsor pursuant to this Agreement, a final statement of costs shall be submitted to the State within one hundred eighty (180) days. Upon receipt of the final statement of costs by the NYSDOT Commissioner, the NYSDOT Commissioner will conduct an audit of the Sponsor project account records within one hundred eighty (180) days to determine the resources applied or used by Sponsor in fulfilling the terms of this Agreement.

7.3 *Payment Certification.* Each payment request will contain a certification by Sponsor that payment requests do not duplicate reimbursement of Project costs being funded from other sources.

In the event that any payments are made by the State to the Sponsor for costs incurred by Sponsor, which are subsequently determined to be ineligible for reimbursement under this Agreement, State may retain an amount equal to any such excess payments from any monies then or which may become due and owing to Sponsor under the Agreement, or Sponsor shall repay such amounts to State within forty-five (45) days from the date Sponsor receives notice of such determination of ineligibility.

All costs submitted by Sponsor shall be in conformity with accounting procedures acceptable to NYSDOT and shall be subject to approval by NYSDOT Commissioner, and to audit by the NYSDOT Commissioner and the State Comptroller. All requests for reimbursement shall be accompanied by appropriate supporting documentation including, but not limited, to the following: Inspector's Reports with associated invoices and receipts, Engineer's Diary, and the Engineer's recommendation(s) for payment to the Contractor.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges.

8. *Compliance.* The Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid Projects" manual (available both in hard copy and through NYSDOT's web site at: <https://www.nysdot.gov/divisions/operating/cpdm/local-programs-bureau/locally-administered-federal-aid-projects>), in particular the Appendices to Chapter 4 entitled Work Requirements, Record Keeping Guidelines and Consultant Selection Procedures, as such may be amended from time to time.

9. *Supplemental Agreement or Supplemental Schedule A-1.* Supplemental Agreements or Supplemental Schedules A-1 may be entered by the parties, and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A-1 or one or more supplemental

Schedules A-1 as may hereafter be developed by the parties hereto or Eligible Project Costs in the Comprehensive List are increased by the legislature, no additional reimbursement shall be due to the Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A-1 for reimbursement or additional Eligible Project Costs.

10. *Project Completion Report.* Sponsor shall 6 months from Project completion or final reimbursement by NYSDOT, whichever is earlier, submit a Project Completion Report to NYSDOT describing the sources and uses of all Project-related funds, including non-State funds, and the programmatic accomplishments of the Project.

11. *Records and Accounts.* Sponsor shall maintain accurate records and accounts of all financial transactions which show in detail all income and all expenditures, including but not limited to, payments for eligible Project costs. Said records shall include the amount of payment by the State, the amount of federal assistance if any received by the municipality for the project and all monies expended by the municipality for the project. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards. All expenditures of the grant reimbursed monies shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The NYSDOT Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to Sponsor's financial transactions, including the expenditure of the grant and all other funds secured and services rendered for the benefit of Sponsor in connection with the Project. Sponsor shall maintain records relating to this Agreement for not less than six (6) years after the date of completion.

12. *Ethics.* No member of Sponsor's governing body, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.

13. *NYSDOT Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project, its use and operation.

14. *Suspension or Termination.* If NYSDOT determines that Sponsor has failed to diligently progress the Project or is in default of Sponsor's obligations hereunder, NYSDOT may by written notice to Sponsor terminate this agreement, whereupon this agreement shall terminate or, as specified by NYSDOT, NYSDOT obligations hereunder, shall be suspended upon the date of such notice, or if such notice provides an opportunity to cure such failure or default, such later date as may be set forth in such notice.

14.1 *Repayment to State upon Suspension or Termination.* In the event this contract is terminated for nonperformance or default, the Sponsor must refund all funds received under this agreement to NYSDOT. The State may offset any other State aid due to the Sponsor by such amount and apply such offset to satisfy such refund.

15. *Inspection and Audit.* Sponsor shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Sponsor pertaining to the Project under this Agreement. Sponsor shall notify NYSDOT of any audit by any governmental agency of any projects, operations or reports of Sponsor within five (5) days of receiving information relating thereto.

16. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A-1 executed herewith, this agreement takes effect as of the date this agreement is approved by the State Comptroller. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A-1 as of the date of the approval by the State Comptroller. This agreement shall remain in effect for the longer of (a) so long as State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities; or, (b) the duration of any loan repayment obligation until such debt is retired.

However, for the purposes of calculating the period described in the preceding subdivision (a), if such funding authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary appropriations or other funding authorizations therefore are eventually enacted.

17. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose hereof.

18. *Sponsor Liability; Indemnification.*

18.1 The Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

18.2 The Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor its officers, agents, servants, employees contractors, subcontractors or others under this Agreement. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

19. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

20. *Insurance.* Sponsor agrees to procure and maintain without direct cost to the State except as noted during the pendency of this Agreement, insurance of the kinds and in amounts hereinafter provided by insurance companies authorized to do business in the State of New York or, if Sponsor is a municipality that self-insures, an endorsement for such self insurance covering all operations under this Agreement whether performed by it or subcontractors. Before commencing the work, Sponsor shall furnish to NYSDOT a certificate or certificates, in a form satisfactory to NYSDOT, showing compliance with this Article, which certificate or certificates, shall provide that such insurance shall not be changed or canceled until thirty (30) days written notice has been given to NYSDOT Said insurance policies shall name the People of the State of New York, New York State, its officers, agents and employees as additional insureds thereunder. Upon written request by the State, the Sponsor shall furnish to the State a letter certifying that the State of New York, and other required insureds, have been named as additional insureds to such policy. The kinds and amounts of insurance required are as follows:

20.1 *Worker's Compensation and Disability Benefits.* Policy covering the obligations of Sponsor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Sponsor procures such policy and maintains it until final acceptance of all work described herein;

20.2 *For construction and operating support projects, Comprehensive General Liability Insurance* insuring Sponsor and, as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Sponsor, including such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$1 million per occurrence/\$2 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction during the policy period.

20.3 *Automobile Liability and Property Damage Insurance.* Subject to the same required level of coverage set forth in §20.2 above, a policy covering the use in connection with the work covered by the Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

20.4 *Public Liability Insurance.* With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

20.5 *Protective Public Liability Insurance.* With respect to the operations performed, subcontractors provide regular Contractor's Protective Public Liability Insurance for a limit of not less than \$2,000,000 Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

The Insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such Insurance in force until all work is satisfactorily completed shall constitute a violation of the Agreement.

21. *Assignment or Other Disposition of Agreement.* The Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

22. *Appendix A.* Appendix A, Standard Clauses for New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

23. *Appendix B.* Appendix B, Requirements for Federally Aided Transportation Projects, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

24. *Procurement Standards.* Sponsor will award contracts funded pursuant to this Agreement in accordance with procurement laws applicable to Sponsor and otherwise in accordance with the requirements of this Agreement.

25. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are specified set forth in this contract and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Sponsor assert make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this contract.

26. *E-Mail Provision Notice.*

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
  - (a) via certified or registered United States mail, return receipt requested;
  - (b) by facsimile transmission;
  - (c) by personal delivery;
  - (d) by expedited delivery service; or
  - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**State of New York Department of Transportation**

Name: Jackie Van Heusen  
Title: Assistant Aviation Grants Coordinator  
Address: NYSDOT Aviation Bureau  
50 Wolf Road P.O.D. 5-4  
Albany, NY 12232  
Telephone Number: 518-485-7691  
Facsimile Number: 518-457-9779  
E-Mail Address: jackie.vanheusen@dot.ny.gov

**[Contractor Name]**

**Name:** Robert Balkind

**Title:** Commissioner of Public Works

**Address:** 626 Dutchess Turnpike, Poughkeepsie, NY 12603

**Telephone Number:** 845-486-2085

**Facsimile Number:** 845-486-8554

**E-Mail Address:** dpwadmin@dutchessny.gov

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

27. **Contract Payments.** Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <http://www.osc.state.ny.us/epay/index.htm>, by e-mail at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

28. **Proposed Increase Clause.** Any proposed increase in contract amount, change in contract term, or change in scope of work not previously approved by OSC requires a contract amendment, and may require either a Contract Reporter Exemption, or a new procurement. The agency must submit a proposed amendment to OSC immediately for any such proposed change. Scope changes requested of OSC after the fact may be denied.

29. **Proposed Modification Clause.** Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval.

30. **Minority and Women's Business Enterprise (M/WBE) Requirements.** The New York State Legislature enacted major changes to the State's Minority and Women's Business Enterprise (M/WBE) Laws, effective October 13, 2010. Appropriate M/WBE participation goals are required to be assigned to each grant project.

30.1 **Construction Contracts.** For every construction contract under this grant in which the contract award amount totals \$100,000 or more and involves the construction, demolition, replacement, major repair or renovation of real property, M/WBE goals will be assigned based on current guidance. The total M/WBE goal applicable to contracts under this program is 25%. The MBE goal is 10% and the WBE goal is 15%, measured as a percentage of the contract award amount. Please refer to Chapter 21 of the New York State Department of Transportation Highway Design Manual (HDM) for guidance in determining M/WBE goals for qualifying projects. This guidance may be accessed online at:  
<https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/chapter-21/dmwbe-goals>.

Assigned M/WBE goals must be included in the contract documents when submitted for Department approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at this time as well so that the correct goals are included in the project advertisement. Sponsors should refer to NYSDOT's Standard Specifications Section 102-12, "D/M/WBE Utilization" for contract requirements. NYSDOT's Standard Specifications are available online at:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

Low bidder must submit an M/WBE utilization plan to the Project Sponsor(s) between letting and award. This utilization plan should document commitments to employ qualifying M/WBE contractors for at least the portion of work assigned by the goals. M/WBE utilization plans include but are not limited to the following forms:

- AAP 10LL NYS – M/WBE Solicitation Log
- AAP 15LL NYS – Designation of AA Representatives (one for the prime contractor as well as each subcontractor)
- AAP 19LL NYS – M/WBE Schedule of Utilization
- AAPHC 20LL NYS – Part 1 M/WBE Utilization Worksheet, Part 2 Subcontractor Approval
- AAP 22LL NYS – M/WBE Material Supplier Commitment Information
- AAP 23LL NYS – M/WBE Trucking Commitment Information

These forms may be accessed online at:

<https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/multi-modal/forms>

If the apparent low bidder did not meet one or both of the goals (M/WBE are two separate goals), he/she must submit evidence of good faith efforts to obtain the goal(s). Submitting a complete and accurate utilization plan with bid documents is a condition of award, as well as meeting the goals or demonstrating good faith efforts to do so.

**30.2 Consultant Engineering Agreements.** Consultant engineering agreements are not required to incorporate M/WBE goals; however, consultants are encouraged to subcontract to M/WBE firms to the greatest possible extent when contracting to provide engineering services to airport sponsors. The value of utilization level is calculated based on Direct Technical Labor (DTL). Utilization of M/WBE firms in consultant engineering agreements may not be applied to construction contracts to facilitate attainment of M/WBE goals.

When considering sub-contracting portions of engineering service agreements to M/WBE firms, consultants and sponsors should refer to the Guidelines for Commercially Useful Functions (CUF). The Guidelines are available online at:

<https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/cuf.pdf>

For those instances where the prime consultant is deemed eligible to perform engineering services in conjunction with state funded grants because selection was based on a qualification-based competitive process and the consultant firm is on retainer for AIP work, commitments to utilize M/WBE firms should be in place prior to approval of the design and/or construction engineering agreement(s). It is highly recommended that the prime consultant coordinate with the Department as early as possible to reach a consensus on which portions of the scope of work may be performed by M/WBE subconsultants.

**30.3 Monitoring and Reporting.** M/WBE participation shall be monitored by the Sponsor as the project progresses. For construction contracts, attainments shall be reported by the prime contractor to the Sponsor by the 15<sup>th</sup> of the month for the previous month, utilizing form AAP 21 LL NYS Contractor Report of Contract Payments. For consultant engineering agreements, attainments shall be reported by the prime consultant to the Sponsor each time a payment request (request for re-imbursment) is submitted utilizing form AAP 7LL NYS Summary of Consultant Payments to Subconsultants. The Sponsor is responsible for reporting M/WBE commitment and actual utilization to the Empire State Development Corporation's Division of Minority/Women's Business Development. Copies should be submitted to the Aviation Bureau.

### **31. Equal Employment Opportunity (EEO) Requirements.**

**31.1 Construction Contracts.** For every project which has an Engineer's Estimate of at least \$100,000 and involves the construction, demolition, replacement, major repair or renovation of real property, EEO goals will be applied based on the project location. Please see Appendix D to determine EEO goals for qualifying projects.

EEO goals and specifications must be included in the contract documents and project advertisement. Sponsors should refer to NYSDOT's Standard Specifications Section 102-11 Equal Opportunity Requirements for these contract requirements. Contractors must submit form AAP 35 LL NYS Workforce Participation Plan to indicate the projected combined workforce during the pre-construction meeting.

31.2 *Consultant Engineering Agreements.* There are no specific EEO goals assigned to consultant engineering agreements, however, firms must provide equal opportunity in all aspects of employment. EEO specifications must be included in project proposals and contracts. Sponsors should refer to NYSDOT's Standard Specifications Section 102-11 Equal Opportunity Requirements paragraphs D, E and F only, for these contract requirements. Standard Specifications may be accessed at:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

31.3 *Monitoring and Reporting.* EEO participation shall be monitored by the Sponsor as the project progresses. For construction contracts, attainment shall be reported by the prime contractor to the Sponsor by the 15<sup>th</sup> of the month for the previous month, utilizing form AAP 33 LL NYS Employment Utilization Report. An AAP 33 LL NYS shall be submitted as follows: a report for the prime contractor's workforce, a report for each subcontractor's workforce, and a composite report for the combined workforce. An AAP 33 LL NYS is only submitted if the firm is submitting a payroll. If there is a training requirement on the contract, an AAP 26 LL NYS shall be submitted by the prime contractor to the Sponsor by the 15<sup>th</sup> of the month for the previous month. The Sponsor is responsible for reporting M/WBE commitment and actual utilization to the Empire State Development Corporation's Division of Minority/Women's Business Development. Copies should be submitted to the Aviation Bureau.

Reporting forms are available online at:

<https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/multi-modal/forms>

Questions regarding the M/WBE and EEO requirements may be directed to the NYSDOT Local Programs Bureau, 50 Wolf Road, POD 5-2, Albany, NY 12232 by phone at (518) 485-9959 or E-mail the Statewide Multi-Modal Program Manager at:

[MultiModal@dot.state.ny.us](mailto:MultiModal@dot.state.ny.us)

32. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Aviation Capital Grant Program Guidelines and in accordance with current Federal and State laws, rules, and regulations or as requested by NYSDOT. Reporting forms and schedules will be provided by NYSDOT as reporting requirements are identified.

# Aviation Project Funding Agreement - Schedule A-1

Page 1 of 1

OSC Contract # \_\_\_\_\_

Project Commencement Date 01/01/2016

Project Completion Date 12/31/2021

**AGREEMENT PURPOSE** ☒ MAIN Agreement ☐ SUPPLEMENTAL Agreement or Schedule

**AGREEMENT COVERS** (as shown in tables below):

☒ Grant Agreement

**PROJECT TYPE:**

Capital Improvement

**PROJECT IDENTIFICATION NUMBER:** 8902.41

Design and construction of renovations to the airport terminal building to address building envelope deficiencies and building code deficiencies, as well as to promote usage of unoccupied space within the terminal for small businesses. Renovations include replacement of terminal facade, installation of an elevator to provide accessibility to the second floor, replacement of leaking and energy inefficient windows/doors, improvements to bathroom facilities, improvements to main entry automatic doors and preparation of unused space for a terminal café.

The sponsor attests that the above Project has a useful service life of 30 years.

Estimated Expenditure Activities (Planning, Design, etc) as per original submitted application

Location: Dutchess County Airport

Owner/Operating and Maintenance Responsibility: County of Dutchess

Type of Airport Organization:

☒ Municipality ☐ Public Authority ☐ Not-for-Profit Corporation ☐ Public Benefit Corporation  
☐ Business Corporation ☐ Partnership ☐ Proprietorship ☐ \_\_\_\_\_

**B. SUMMARY OF ELIGIBLE PROGRAM COSTS**

AIR'99 FUNDING		OTHER NECESSARY FUNDING	TOTAL
GRANT	LOCAL SHARE		
\$889,650 (90%)	\$98,850 (10%)		\$988,500

Project is: (check which applies) ☒ part of an approved airport layout plan, OR  
☐ consistent with an approved airport layout plan



IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this instrument to be signed by its duly authorized officer, to be effective on the date first written above.

Sponsor

NYSDOT DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
for the Commissioner of Transportation

DATE: \_\_\_\_\_  
Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Sponsor ACKNOWLEDGEMENT**

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day \_\_\_\_\_, 201\_\_\_\_, before me personally came \_\_\_\_\_,  
to me known, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_;

That he/she is the \_\_\_\_\_ of the Sponsor described in and which executed the above instrument; that he/she was authorized to execute the document on behalf of said Sponsor pursuant to a resolution which was duly adopted on \_\_\_\_\_ and to which a certified copy is attached and made a part hereof.

\_\_\_\_\_  
Notary Public

APPROVED:

BY: \_\_\_\_\_

For the NYS Comptroller pursuant  
to Section 112, State Finance Law

APPROVED AS TO FORM:

BY: \_\_\_\_\_

NYS Attorney General

# **SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility** Page 1 of 3

Instructions: Enter an "X" to indicate the appropriate Phase, then assign the responsibility for each applicable Sub-phase task by entering an "X" in either the NYSDOT column or the Allocation of Responsibility column. Enter an "X" in the other appropriate column to indicate a task allocated to Non-State Labor Forces or a Locally Administered Contract.

CONSTRUCTION PHASE/SUB-PHASE	Allocation of Responsibility	
	NYSDOT	NON-STATE
<b>A1. Preliminary Engineering ("PE") Phase</b>		<b>X</b>
1. Scoping: Prepare & distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		<b>X</b>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, land use and development analysis and forecasts.		<b>X</b>
3. Preliminary Design: Prepare & distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design Sub-phases or tasks and/or to secure the approval/authorization to proceed.		<b>X</b>
4. Review & Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.		<b>X</b>
5. Obtain aerial photography and photogrammetric mapping.		<b>N/A</b>
6. Perform all surveys for mapping and design.		<b>N/A</b>
7. Detailed Design: Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design; and all design of highway appurtenances & systems (e.g., Signals, IWTIS facilities), and maintenance and protection of traffic plans. FRA criteria will apply to rail work.		<b>X</b>
8. Perform landscape design (including erosion control).		<b>N/A</b>
9. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey.		<b>X</b>
10. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separately, any portions of the project which may be more appropriately progressed separately and independently.		<b>X</b>

CONSTRUCTION PHASE/SUB-PHASE		Allocation of Responsibility	
		NYSDOT	MUNICIPALITY
11. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.			X
12. Conduct any required soils and other geological investigations.			N/A X
13. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.			X
14. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.			X
15. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>— Railroad force account</li> <li>— Maintenance agreements for sidewalks, lighting, signals, betterments.</li> <li>— Betterment Agreements</li> <li>— Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.</li> </ul>			N/A
16. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E by NYSDOT.			X
<b>B. Construction (C), Supervision (C/S) and Inspection (C/I) Phase</b>			
1. Advertise contract lettings and distribute contract documents to prospective bidders.			X
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).			X
3. Receive and process bid deposits and verify any bidder's insurance and bond coverages that may be required.			X
4. Compile and submit Contract Award Documentation Package.			X
5. Review and approve any proposed subcontractors, vendors, or suppliers.			X
6. Conduct & control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records & files, including all diaries & logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies & labor for the performance of the work on the project, & insure that the proper materials, equipment, human resources, methods and procedures are used.			X
7. Test and accept materials, including review and approval for any requests for substitutions.			X

CONSTRUCTION PHASE/SUB-PHASE	Allocation of Responsibility	
	NYSDOT	MUNICIPALITY
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.		X
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.		X
10. Review and approve all shop drawings, fabrications details, and other details of structural work.		X
11. Administer all construction contract claims, disputes or litigation.		X
12. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.		X

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

January 2014

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,



whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbccertification@esd.ny.gov](mailto:mwbccertification@esd.ny.gov)  
<https://ny.newyorkcontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**  
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## ***Public Works and Capital Projects Roll Call***

<i><b>District</b></i>	<i><b>Name</b></i>	<i><b>Yes</b></i>	<i><b>No</b></i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	absent	
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 15 - Town of Wappinger	Incoronato (VC)	absent	
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present: <u>9</u>	Resolution: <u>✓</u>	Total : <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017009** AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AVIATION PROJECT FUNDING AGREEMENT FOR THE AIRPORT TERMINAL RENOVATION PROJECT (PIN 8902.41) AND REESTABLISH A CAPITAL PROJECT FOR RENOVATION OF THE AIRPORT TERMINAL BUILDING

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23

Absent: 2

Vacant: 0

Resolution: ✓

Motion: —

Total : 23 0

Yes No

Abstentions: 0

**2017009** AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AVIATION PROJECT FUNDING AGREEMENT FOR THE AIRPORT TERMINAL RENOVATION PROJECT (PIN 8902.41) AND REESTABLISH A CAPITAL PROJECT FOR RENOVATION OF THE AIRPORT TERMINAL BUILDING

Date: January 23, 2017

RESOLUTION NO. 2017010

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE MIDDLEBUSH ROAD (CR 93) FROM PLEASANT LANE TO CAMELI DRIVE IN THE TOWN OF WAPPINGER (PIN 8755.86)

Legislators PULVER BORCHERT, BOLNER, and INCORONATO offer the following and move its adoption:

WHEREAS, a project for the Improvements to Middlebush Road (CR 93) from Pleasant Lane to Cameli Drive in the Town of Wappinger, Dutchess County, identified as PIN 8755.86, eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 2013195 adopted on July 15, 2013, No. 206110 adopted on May 8, 2006; and No. 207019 adopted January 22, 2007 by the Dutchess County Legislature approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of the preliminary engineering work.

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering work not contemplated in the original agreement authorized by the previous Resolutions; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering work for the project, now, therefore, be it

RESOLVED, that Dutchess County approves of the above subject project, and it is further

RESOLVED, that this Legislature hereby authorizes Dutchess County to pay in the first instance 100% of the federal and non-federal share of the cost for the additional construction work for the Project or portions thereof, and it is further

RESOLVED, that the sum of \$29,000 (\$207,800 minus previous \$178,800) is hereby appropriated and made available by H0384.5110.3250.213- 2007 Roads ISTEA to cover the cost of participation in the above phases of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, this Legislature shall convene as soon as possible to



appropriate said excess amount immediately upon the notification by the County Executive thereof, and it is further

RESOLVED, that the County Executive, or his designee, be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County with the New York State Department of Transportation in connection with the advancement or approval of the Project providing for the administration of the Project and the County's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefor that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

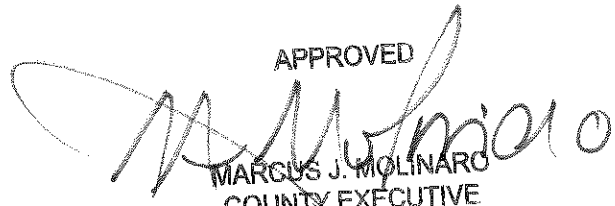
RESOLVED, that this Resolution shall take effect immediately.

CA-023-17

CAB/kvh/R-0954

1/5/17

Fiscal Impact: See attached statement.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 29,000

Total Current Year Revenue \$ 23,200  
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):  
H0384.5110.3250.213

Related Expenses: Amount \$  
Nature/Reason:

Anticipated Savings to County:

Net County Cost (this year): \$5,800  
Over Five Years:

#### Additional Comments/Explanation:

This F.I.S. is related to the resolution request to accept Supplemental Agreement # 4 for increase funding of the Preliminary Engineering phase and to accept Marchiselli funds for the Construction/Construction Inspection phase from NYSDOT for PIN 8755.86 Middlebush Rd. (CR 93): Pleasant Lane to Camell Drive, Town of Wappinger

Prepared by: Rosanne M. Pinto

Prepared On: 01/04/2017

**Supplemental Agreement Cover** for Local Agreements (11/12)

MUNICIPALITY/SPONSOR: Dutchess County

PIN: 8755.86

BIN: n/a

Comptroller's Contract No: D024760

Supplemental Agreement No. 4

Date Prepared & By: 12/21/2016dh

**SUPPLEMENTAL AGREEMENT NO 4 to D024760**

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at  
50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

**Dutchess County** (the Municipality/Sponsor)

Acting by and through the **County Executive**

With its office at **22 Market Street, Poughkeepsie, Dutchess County, New York**

This amends the existing Agreement between the parties in the following respects only:

**X** Amends a previously adopted Schedule A by:

- ☐ amending a project description
- ☐ amending the contract end date
- X** amending the scheduled funding by:
  - X** adding additional funding:
    - ☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
    - ☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
  - X** increasing funding for a project phases(s) – **PE – 9/9/2016**
  - X** adding a pin extension
  - X** change from Non-Marchiselli to Marchiselli – **Construction Phase**
  - ☐ deleting/reducing a project phase(s)
  - ☐ other (xxxxx)

☐ Amends a previously adopted Schedule "B"

**X** Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act

☐ Amends the Text of the Agreement as follows:

**Supplemental Agreement Cover** for Local Agreements (11/12)

MUNICIPALITY/SPONSOR: Dutchess County

PIN: 8755.86

BIN: n/a

Comptroller's Contract No: D024760

Supplemental Agreement No. 4

Date Prepared & By: 12/21/2016dh

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

**Approved for the Municipality/Sponsor**

**Municipality/Sponsor Attorney:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF NEW YORK                    )  
  )ss.:  
COUNTY OF DUTCHESS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
For Commissioner of Transportation

APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the Acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract.

COMPTROLLER'S APPROVAL:

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law § 112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYSDOT/ State-Local Agreement - Schedule A for PIN 8755.86**

<b>OSC Municipal Contract #:</b> 4760	<b>Contract Start Date:</b> 3/14/2006 <sub>(mm/dd/yyyy)</sub>	<b>Contract End Date:</b> 12/30/2017 <sub>(mm/dd/yyyy)</sub> <input type="checkbox"/> Check, if date changed from the last Schedule A	
<b>Purpose:</b>	<input type="checkbox"/> Original Standard Agreement	<input checked="" type="checkbox"/> Supplemental Schedule A No. 4	
<b>Agreement Type:</b>	<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Dutchess County Other Municipality/Sponsor (if applicable):  <input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share		
<b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS			
<b>Work Type:</b> HWY SAFETY	<b>County</b> (If different from Municipality): Dutchess County		
<b>Marchiselli Eligible</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <span style="float:right">(Check, if Project Description has changed from last Schedule A): <input type="checkbox"/></span> <b>Project Description:</b> Middlebush road (CR 93): Pleasant Lane to Cameli Drive, Town of Wappinger			
<b>Marchiselli Allocations Approved FOR ALL PHASES</b> <small>All totals will calculate automatically.</small>			
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase	TOTAL
		PE/Design	ROW (RI & RA)
		Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$21,150.00	\$5,850.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00
<b>Authorized Allocations to Date</b>		\$21,150.00	\$5,850.00
		\$183,750.00	\$210,750.00

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8755.86.121 122.	Current	STP (80%)	\$170,000.00	\$136,000.00	\$21,150.00 *	\$12,850.00	\$0.00
	Old	STP (80%)	\$112,800.00	\$112,800.00	\$21,150.00	\$7,050.00	\$0.00
8755.86.221	Current	STP (80%)	\$37,800.00	\$30,240.00	\$5,670.00	\$1,890.00	\$0.00
	Old	STP (80%)	\$30,240.00	\$30,240.00	\$5,670.00	\$1,890.00	\$0.00
8755.86.321	Current	STP (80%)	\$1,225,000.00	\$980,000.00	\$183,750.00	\$61,250.00	\$0.00
	Old	STP (80%)	\$1,225,000.00	\$980,000.00	\$0.00	\$245,000.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$1,432,800.00	\$1,146,240.00	\$210,570.00	\$75,990.00	\$ 0.00

## NYSDOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL CATEGORIES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8755.86.321	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old	STP	\$1,225,000.00	\$980,000.00	\$0.00	\$245,000.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**C. Local Deposit(s) from Section A:**

	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$
<b>Total Local Deposit(s)</b>	\$ 0.00

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,146,240.00	\$210,570.00	\$ 0.00	\$75,990.00	\$1,432,800.00

Point of Contact for Questions Regarding this  
Schedule A (Must be completed)

Name: Doreen Holsopple  
Phone No: 845-431-5977

- Description continued: Make improvements to Middlebush Road (CR 93) in the Town of Wappinger, by lowering the profile nad flattening the horizontal alignment to improve sight distance. A retaining wall will be required to minimize right-of-way impacts. Improve roadside drainage and increase roadside clear area. Existing utilities will be relocated to accommodate new alignments. Work to include, but not limited to guide rail, signing, and striping.
- This Schedule A includes additional Preliminary Engineering funds and SFY 16/17 Marchiselli funds for the construction phase.
- \*Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List for the Preliminary Engineering Phase. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds

**APPENDIX 2-S  
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.



## *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	absent	
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 15 - Town of Wappinger	Incoronato (VC)	absent	
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present: <u>9</u>	Resolution: <u>✓</u>	Total : <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017010** AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE MIDDLEBUSH ROAD (CR 93) FROM PLEASANT LANE TO CAMELI DRIVE IN THE TOWN OF WAPPINGER

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	
Present: <u>23</u>	Resolution: <u>✓</u>	Total: <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017010** AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE MIDDLEBUSH ROAD (CR 93) FROM PLEASANT LANE TO CAMELI DRIVE IN THE TOWN OF WAPPINGER

Date: January 23, 2017

RESOLUTION NO. 2017011

RE: AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT FROM JOHN EVANS AND JAMESETTA EVANS OF A PORTION OF REAL PROPERTY FOR THE REPLACEMENT OF BRIDGE S-37 LOCATED ON BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD

Legislators PULVER, BORCHERT, BOLNER and SAGLIANO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the replacement of the Bridge S-37 located on Bulls Head Road (County Route 19) over the Little Wappinger Creek, in the Town of Stanford, which project includes the acquisition of a permanent easement of 374+/- square foot parcel to facilitate the reconstruction and continued maintenance of the said bridge, and

WHEREAS, this Legislature in Resolution No. 2015272, adopted the findings of the Dutchess County Department of Public Works that this project is an unlisted action and will not have any adverse environmental impact, and

WHEREAS, the Department of Public Works has made a determination that in order to replace the said bridge, it is necessary to acquire a permanent easement on a portion of property presently owned by John Evans and Jamesetta Evans, and

WHEREAS, a proposed Agreement to acquire a Permanent Easement between the County and the property owners is annexed hereto, and

WHEREAS, the property is described as a portion of parcel number: 135200-6668-00-826075-0000, consisting of 374+/- square feet, more or less as shown on Map 5, Parcel 10 a copy of which is annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of up to \$250 as well as up to \$1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Acquire a Permanent Easement in substantially the same form as annexed hereto along with any other necessary documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Acquire a Permanent Easement, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$250 and in addition the County is authorized to up to \$1,000 in related expenses and filing fees, if any, for such conveyance, and


RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-004-17

CAB/kvh/R-0958-H

12/28/16

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/23/2017

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 1,250

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

HO289.5120.3009 2000 Bridges (ISTEA/TEA21)

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \$1,250  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

BRIDGE S-37 BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK  
TOWN OF STANFORD, DUTCHESS COUNTY, NEW YORK

Authorization to acquire a permanent easement to a 374+/- square foot parcel as shown on Map 5, Parcel 10 for the purchase price of \$250.00, from John Evans and Jamesetta Evans.

Related expenses in the amount of \$1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis

Prepared On: 11/30/16

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY

Project: Bridge S-37 Bulls Head Road (County Rt 19) over the Little Wappinger Creek  
Map: 5 Parcel(s): 10

This Advance Payment Agreement by and between JOHN EVANS AND JAMESSETTA EVANS, residing at 2248 Bulls Head Road, with a mailing address of P.O. Box 85, Stanfordville, NY 12581 hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- ☐ all right title and interest to \_\_\_± square feet of real property. Purchase price is \$0.
- ☒ a permanent easement to 374.00± square feet of real property. Purchase price is \$250.
- ☐ a temporary easement to \_\_\_± square feet of real property. Purchase price is \$0.

Located at 2248 Bulls Head Road, in the Town of Stanford, NY, Dutchess County, and is further described as parcel(s) 10 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated March 19, 1997 and recorded in Document # 02-1997-9453 in the Office of the County Clerk for Dutchess County (re: Grid # 135200-6668-00-826075-0000),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. PURCHASE PRICE. The Seller and the Buyer cannot agree upon the value of the real property interest(s) to be conveyed. The Buyer is willing to pay an amount equal to the highest approved appraisal of the just compensation for the property. This amount is TWO HUNDRED FIFTY DOLLARS 00/100 (\$250.00). This amount includes the real property interest(s) described in Paragraph 1 and the improvements described in Paragraph 2. The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all documents which the Buyer deems necessary to authorize payment and to convey to the Buyer clear title to the property described in paragraph 1 subject to the claim of the Seller. The parties agree that the Seller's right of the advance payment shall not be conditioned on the waiver of any other right.
4. CLOSING DATE AND PLACE. Payment of \$250.00 will be made by the Buyer to the Seller on or about August 31, 2016. This Agreement may be subject to the approval of the Dutchess County Legislature.
5. CLAIM. In accordance with Article 5 of the New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim in the Dutchess County Supreme Court. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. FILING OF CLAIM. It is understood and agreed by and between the parties hereto, that if the Seller intends to file a claim for additional compensation in the Dutchess County Supreme Court, he/she/ it must file the claim within one (1) year from the date of the execution of this Agreement. If the Seller

fails to file the claim in the time period stated, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. MARKETABILITY OF TITLE. Buyer shall pay for the costs associated with curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller agrees to cooperate with the Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
9. RECORDING COSTS, & CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the acquisition of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this 11 day of October, 2016, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER:

John F. Evans  
JOHN EVANS

Department of Law

SELLER:

Jamsetta Evans  
JAMSETTA EVANS

APPROVED AS TO CONTENT:

COUNTY OF DUTCHESS:

Department of Public Works

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



A permanent easement to be exercised in, on and over the property delineated above for the purpose of roadway realignment, roadside grading, driveway reconstruction, landscape restoration, constructing and maintaining roadside drainage, unless sooner terminated if deemed no longer necessary for highway purposes and released by the Commissioner of Public Works or other authorized representative acting for The County of Dutchess or its assigns. Such easement shall be exercised in and to all that (those) piece(s) or parcel(s) of property designated as Parcel No. 10 as shown on the accompanying Map No. 5.

Beginning at a point on the southerly line of Bulls Head Road which is intersected by northeast corner of lands now or formerly of Jin Chung and John Kidd (tax lot 6658-00-808076) and the northeast corner of lands now or formerly of John and Janesella Evans (tax lot 6658-00-826076);

1) Thence along Bulls Head Road South  $60^{\circ}1'54''$  East a distance of 82.50 feet to a point;

Thence through lands now or formerly John and Janesella Evans the following courses and distances;

2) Thence South  $09^{\circ}27'12''$  West a distance of 3.85 feet to a point;

3) Thence North  $81^{\circ}21'04''$  West a distance of 63.44 feet to a point;

4) Thence along the division line of lands now or formerly of Chung/Kidd and Evans North  $19^{\circ}10'26''$  East a distance of 5.64 feet to the Point of Beginning.

Containing 374 square feet or 0.009 acres more or less.

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

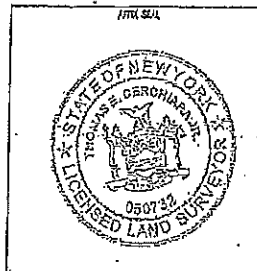
I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date: July 21, 2016

Land Surveyor: Thomas E. Cichkys

P.L.S. License No.: 050732

Parcel 10 Area = 374 Sq. Ft.  
0.009 Acres



I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date: July 21, 2016

Karl H.S. Knite, AIA, ASLA Commissioner of Public Works

Recommended by:

Date: July 21, 2016

Robert H. Bakind, P.E.  
Deputy Commissioner of Public Works



REPLACEMENT OF BRIDGE S-37 (BSN 3343850)  
BULLS HEAD ROAD (CR-19) OVER LITTLE WAPPRIGER CREEK  
RIGHT OF WAY ACQUISITION MAP

COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS  
ACQUISITION MAP

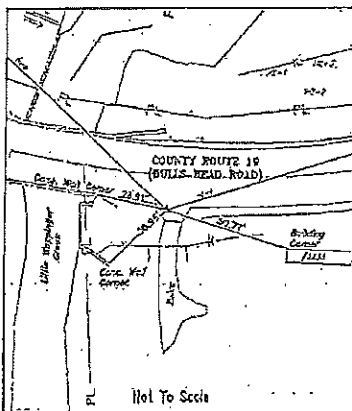
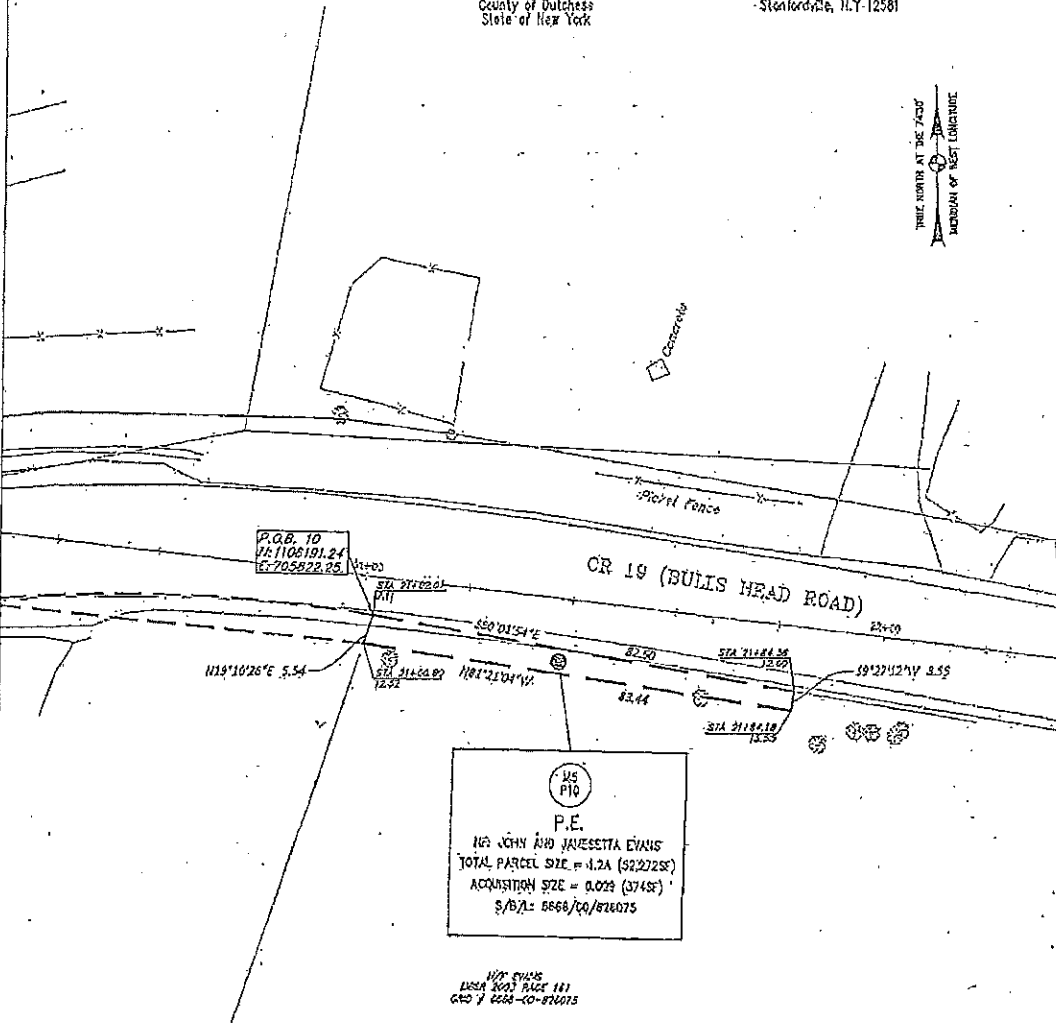
MAP NO. 5  
PARCEL NO. 10  
SHEET 1 OF 2



Parcel Counter Point  
Parcel No. 10  
10-1106191.24 E 7055022.25

Acquisition Description  
Type Fee  
Portion of Real Property Tax Parcel ID No. 6668-00-826075  
Town of Sloat  
County of Dutchess  
State of New York

Reputed Owner:  
John and Jeannette Evans  
2248 Bulls Head Road  
Stanford, N.Y. 12581



BL-3: STA 17+82.98

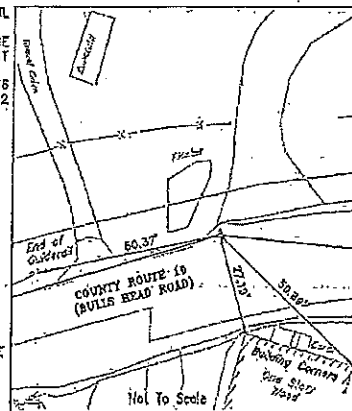
DESC: BL-4 NAIL  
COORDINATE SYSTEM: NAD83 NY STATE PLANE  
EAST

N: 1106211.68  
E: 705707.12

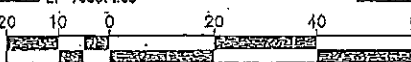
DESC: BL-3 NAIL

COORDINATE SYSTEM: NAD83 NY STATE PLANE  
EAST

N: 1106158.81  
E: 705514.83



BL-4: STA 19+85.30



SCALE: 1"=20'

## Public Works and Capital Projects Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	absent	
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 15 - Town of Wappinger	Incoronato (VC)	absent	
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present: <u>9</u>	Resolution: <u>✓</u>	Total : <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017011 AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT FROM JOHN EVANS AND JAMESETTA EVANS OF A PORTION OF REAL PROPERTY FOR THE REPLACEMENT OF BRIDGE S-37 LOCATED ON BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD**

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
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District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
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District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23      Resolution: ✓      Total : 23      0  
 Absent: 2      Motion:           Yes      No  
 Vacant: 0      Abstentions: 0

**2017011 AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT FROM JOHN EVANS AND JAMESETTA EVANS OF A PORTION OF REAL PROPERTY FOR THE REPLACEMENT OF BRIDGE S-37 LOCATED ON BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD**

Date: January 23, 2017

Public Works & Capital Projects

RESOLUTION NO. 2017012

RE: AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT FROM JAMES PHILLIP BURGESS AND JOHN G. SHULTZ, JR., OF A PORTION OF REAL PROPERTY FOR THE REPLACEMENT OF BRIDGE S-37 LOCATED ON BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD

Legislators PULVER, BORCHERT, BOLNER, and SAGLIANO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the replacement of the Bridge S-37 located on Bulls Head Road (County Route 19) over the Little Wappinger Creek, in the Town of Stanford, which project includes the acquisition of a permanent easement of 9,601+/- square foot parcel to facilitate the reconstruction and continued maintenance of the said bridge, and

WHEREAS, this Legislature in Resolution No. 2015272, adopted the findings of the Dutchess County Department of Public Works that this project is an unlisted action and will not have any adverse environmental impact, and

WHEREAS, the Department of Public Works has made a determination that in order to replace the said bridge, it is necessary to acquire a permanent easement on a portion of property presently owned by James Phillip Burgess and John G. Shultz, Jr., as Tenants by the Entirety, and

WHEREAS, a proposed Agreement to acquire a Permanent Easement between the County and the property owners is annexed hereto, and

WHEREAS, the property is described as a portion of parcel number: 135200-6668-04-820114-0000, consisting of 9,601+/- square feet, more or less as shown on Map 3, Parcel 5 a copy of which is annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of up to \$17,890 as well as up to \$1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Acquire a Permanent Easement in substantially the same form as annexed hereto along with any other necessary documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Acquire a Permanent Easement, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$17,890 and in addition the County is authorized to up to \$1,000 in related expenses and filing fees, if any, for such conveyance, and


RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-002-17

CAB/kvh/R-0958-D

12/28/16

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017


STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)...

Total Current Year Cost \$ 18,890

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

HO289.5120.3009 2000 Bridges (ISTEA/TEA21)

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \$18,890

Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

BRIDGE S-37 BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK  
TOWN OF STANFORD, DUTCHESS COUNTY, NEW YORK

Authorization to acquire in fee a 9,601+- square foot parcel as shown on Map 3, Parcel 5 for the purchase price of  
\$17,890.00 from James Phillip Burgess and John G. Schultz, Jr., tenants by the entirety.

Related expenses in the amount of \$1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis

Prepared On: 11/30/16

## ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY

Project: Bridge S-37 (BIN 334850), Bulls Head Road (CR 19) Over Little Wappingers Creek, Town of Stanford  
Map: 3 Parcel(s): 5&6

This Advance Payment Agreement by and between JAMES PHILLIP BURGESS AND JOHN G. SCHULTZ, JR., TENANTS BY THE ENTIRETY, residing at 410 Central Park W hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- ☒ *all right title and interest* to 9,601± square feet of real property. Purchase price is \$17,490.
- ☐ *a permanent easement* to 0± square feet of real property. Purchase price is \$0.
- ☒ *a temporary easement* to 2,877± square feet of real property. Purchase price is \$400.

Located at 5-15 Old Depot Way, Stanfordville, NY, Dutchess County, and is further described as parcel(s) 5&6 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated May 8, 2014 and recorded August 6, 2014 in Document # 02-2014-4540 in the Office of the County Clerk for Dutchess County (re: Grid #135200-6668-04-820114-0000),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: Approximately 96 square feet of Jerith Delgard Elba style Black aluminum fence with a 56 square feet (14' width by 4' height) double drive gate and two fence posts; approximately 150 linear feet of black vinyl chain link fence (4' height) with 6' wide single walk gate; 5 Pine Trees (2-4" caliper), one medium sized Bush, Gravel, Driveway; Ornamental planted area; Natural Vegetation (trees/grass/shrubbery/brush)
3. PURCHASE PRICE. The Seller and the Buyer cannot agree upon the value of the real property interest(s) to be conveyed. The Buyer is willing to pay an amount equal to the highest approved appraisal of the just compensation for the property. This amount is SEVENTEEN THOUSAND EIGHT HUNDRED NINETY 00/100 DOLLARS (\$17,890.00). This amount includes the real property interest(s) described in Paragraph 1 and the improvements described in Paragraph 2. The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all documents which the Buyer deems necessary to authorize payment and to convey to the Buyer clear title to the property described in paragraph 1 subject to the claim of the Seller. The parties agree that the Seller's right of the advance payment shall not be conditioned on the waiver of any other right.
4. CLOSING DATE AND PLACE. Payment of \$17,890 will be made by the Buyer to the Seller on or about February 4, 2017. This Agreement may be subject to the approval of the Dutchess County Legislature.
5. CLAIM. In accordance with Article 5 of the New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim in the Dutchess County Supreme Court. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight

days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.

6. FILING OF CLAIM. It is understood and agreed by and between the parties hereto, that if the Seller intends to file a claim for additional compensation in the Dutchess County Supreme Court, he/she/ it must file the claim within one (1) year from the date of the execution of this Agreement. If the Seller fails to file the claim in the time period stated, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.
7. MARKETABILITY OF TITLE. Buyer shall pay for the costs associated with curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller agrees to cooperate with the Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
9. RECORDING COSTS, & CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the acquisition of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this 12th day of November, 2016, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER:

JAMES PHILLIP BURGESS

Department of Law

SELLER:

JOHN G. SCHULTZ, JR.

APPROVED AS TO CONTENT:

COUNTY OF DUTCHESS:

Department of Public Works

Print Name: John G. Schultz, Jr.

Title: \_\_\_\_\_



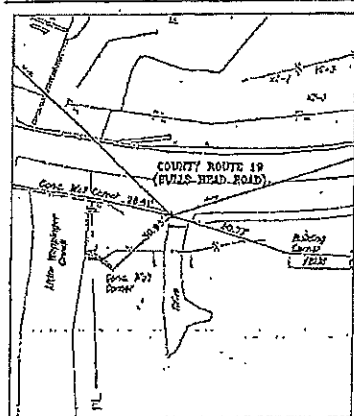
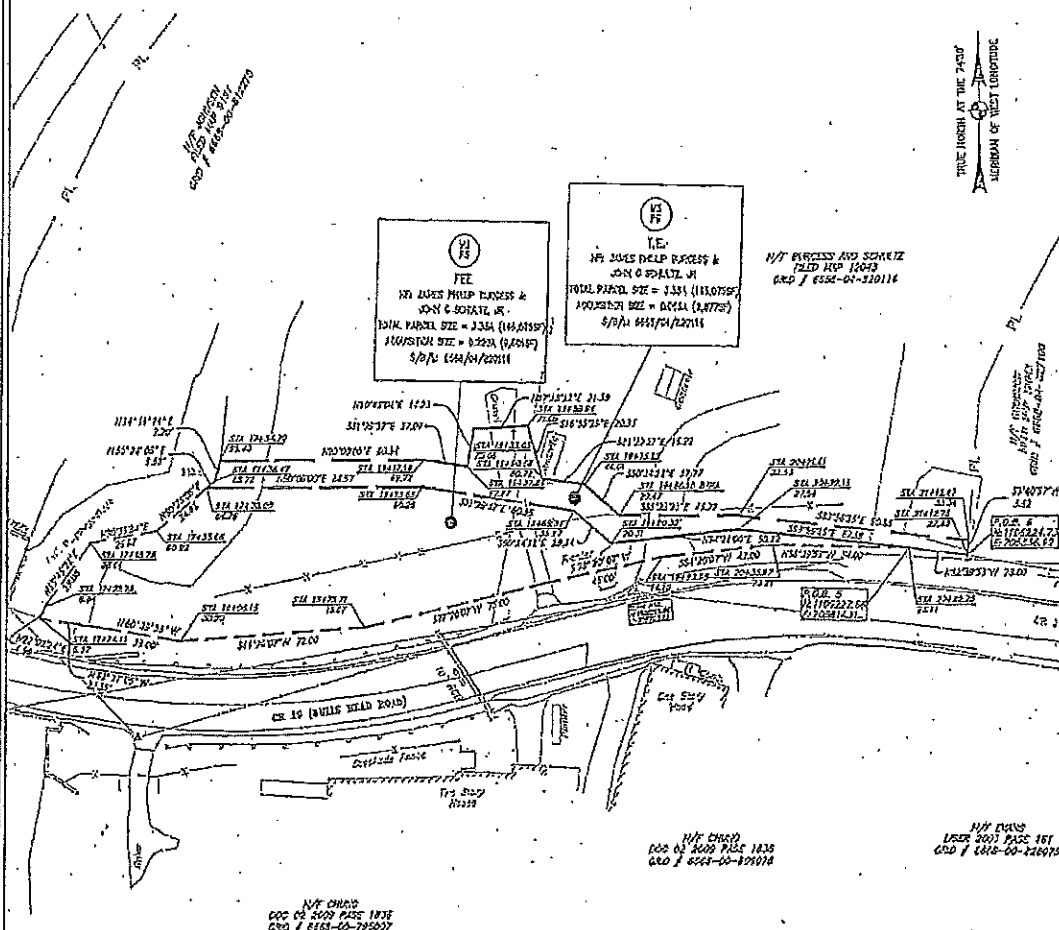


Parent local Print:  
Parent file 5  
In 1105227.44 E: 705814.11

Parcel Identifier Point  
Parcel No. 6  
Rt. 1105224.73 E- 265936.92

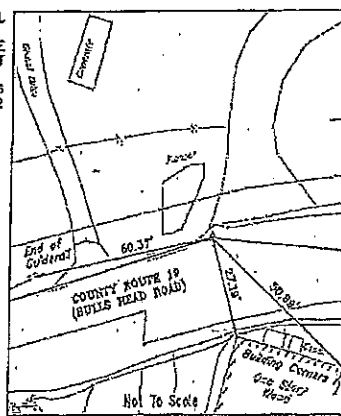
Acquisition Description  
Type: Fee & E.  
Parcel of Real Property Tax Parcel ID No. 5668-04-820114  
Town of Stonford  
County of Dutchess  
State of New York

Reputed Owner:  
James Philip Burgess  
5-15 Old Depot Hwy  
Stonfordville, NY 12581



DESC: EL-1 HAIL  
COORDINATE SYSTEM: NAD83 NY STATE PLANE  
EAST

№: 1106211.66  
Е: 705707.12



DESC: BL-3, NATL. . . . .  
COORDINATE SYSTEM: NAD83 HY STATE PLANE  
EAST

N: 1106158.81  
E: 705514.83

BL-3: STA 17+82.98

BL-4; STA 19+85.30



SCALE: 1"=40'



All that certain plot, piece or parcel of land situate, lying and being in the Town of Stanford, County of Dutchess, State of New York, shown as Parcel No. 5 on accompanying map to be acquired in Fee;

Commencing at a point on the northerly line of Bulls Head Road which is intersected by southeast corner of lands now or formerly of Burgess and Schultz (tax lot 6668-04-820114) and the southwest corner of lands now or formerly of Goodnow (tax lot 6668-04-827100); thence North 82°39'53" West a distance of 23.00 feet to a point to the Point of Beginning;

Thence along Bulls Head Road the following courses and distances;

- 1) North 82°39'53" West a distance of 54.00 feet to a point;
- 2) South 84°20'07" West a distance of 43.00 feet to a point;
- 3) South 76°20'07" West a distance of 45.00 feet to a point;
- 4) South 77°20'07" West a distance of 38.00 feet to a point;
- 5) South 86°20'07" West a distance of 72.00 feet to a point;
- 6) North 80°39'53" West a distance of 33.00 feet to a point;
- 7) North 81°27'05" West a distance of 22.55 feet to a point;

Thence along the center of Little Wappinger Creek the following courses and distances;

- 8) North 22°02'24" East a distance of 4.59 feet to a point;
- 9) North 35°45'21" East a distance of 29.08 feet to a point;
- 10) North 80°58'34" East a distance of 28.87 feet to a point;
- 11) North 50°28'08" East a distance of 24.81 feet to a point;

Thence through lands now or formerly of Burgess and Schultz the following courses and distances;

- 12) North 90°00'00" East a distance of 86.57 feet to a point;
- 13) South 81°28'17" East a distance of 60.55 feet to a point;
- 14) South 50°44'11" East a distance of 19.14 feet to a point;
- 15) North 84°28'00" East a distance of 60.12 feet to a point;
- 16) South 83°55'36" East a distance of 67.59 feet to the Point of Beginning.

Containing 8,601 square feet or 0.220 acres more or less.

A temporary easement to be exercised in, on and over the property delineated above for the purpose of roadway realignment, roadside grading, driveway reconstruction, landscape restoration, etc., for use and exercisable during the construction or reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the Commissioner of Public Works or other authorized representative acting for The County of Dutchess or its assigns. Such easement shall be exercised in and to all that (those) piece(s) or parcel(s) of property designated as Parcel No. 5 as shown on the accompanying Map No. 3.

Beginning at a point on the northerly line of Bulls Head Road which is intersected by southeast corner of lands now or formerly of Burgess and Schultz (tax lot 6668-04-820114) and the southwest corner of lands now or formerly of Goodnow (tax lot 6668-04-827100);

Thence through lands now or formerly of Burgess and Schultz the following courses and distances;

- 1) North 82°39'53" West a distance of 23.00 feet to a point;
- 2) North 83°55'36" West a distance of 67.59 feet to a point;
- 3) South 84°28'00" West a distance of 60.12 feet to a point;
- 4) North 50°44'11" West a distance of 19.14 feet to a point;



- 5) North 81°29'17" West a distance of 80.55 feet to a point;  
6) North 90°00'00" West a distance of 84.57 feet to a point;  
Thence along the centerline of the Little Hopping Creek  
7) North 50°28'08" East a distance of 3.99 feet to a point;  
8) North 14°19'24" East a distance of 2.70 feet to a point;  
Thence continuing through lands now or formerly of Burgess and Schullz;  
9) North 90°00'00" East a distance of 80.34 feet to a point;  
10) South 81°29'17" East a distance of 17.09 feet to a point;  
11) North 10°45'04" East a distance of 14.23 feet to a point;  
12) North 87°18'12" East a distance of 21.39 feet to a point;  
13) South 16°55'25" East a distance of 20.35 feet to a point;  
14) South 81°29'17" East a distance of 16.72 feet to a point;  
15) South 80°14'11" East a distance of 17.77 feet to a point;  
16) South 89°23'23" East a distance of 45.72 feet to a point;  
17) South 83°36'38" East a distance of 90.86 feet to a point;  
18) South 03°40'57" West a distance of 5.52 feet to the Point of Beginning.

Containing 2,877 square feet or 0.066 acres more or less.

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

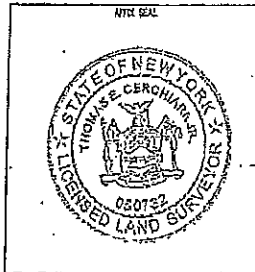
Dated July 18, 2016

Lead Surveyor: Thomas E. Carichero

P.L.S. License Nos. 050792

Parcel 5 Area = 9,601 sq ft  
0.220 Acres

Parcel 6 Area = 2,877 sq ft  
0.066 Acres



I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date July 21, 2016

*[Signature]*

Noel H.S. Knitz, NIA, ASLA Commissioner of Public Works

Recommended by:

Date July 21, 2016

*[Signature]*

Robert H. Baking, P.E.  
Deputy Commissioner of Public Works

## Public Works and Capital Projects Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert*	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 17 - Town and Village of Fishkill	Miccio*	<input type="checkbox"/>	<input type="checkbox"/>
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	<input type="checkbox"/>	<input type="checkbox"/>
District 20 - Town of Red Hook	Strawinski*	<input type="checkbox"/>	<input type="checkbox"/>
District 14 - Town of Wappinger	Amparo*	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - Town of Hyde Park	Black	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	Roman	<input type="checkbox"/>	<input type="checkbox"/>
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	<i>absent</i>	<input type="checkbox"/>
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	<input type="checkbox"/>
District 15 - Town of Wappinger	Incoronato (VC)	<i>absent</i>	<input type="checkbox"/>
District 18 - City of Beacon and Town of Fishkill	Landisi	<input type="checkbox"/>	<input type="checkbox"/>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)	<input type="checkbox"/>	<input type="checkbox"/>
Present: <u>9</u>	Resolution: <input checked="" type="checkbox"/>	Total : <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <input type="checkbox"/>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017012** AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT FROM JAMES PHILLIP BURGESS AND JOHN G. SHULTZ, JR. OF A PORTION OF REAL PROPERTY FOR THE REPLACEMENT OF BRIDGE S-37 LOCATED ON BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23

Absent: 2

Vacant: 0

Resolution: ☒

Motion: ☐

Total: 23 0

Yes No

Abstentions: 0

**2017012 AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT FROM JAMES PHILLIP BURGESS AND JOHN G. SHULTZ, JR. OF A PORTION OF REAL PROPERTY FOR THE REPLACEMENT OF BRIDGE S-37 LOCATED ON BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD**

Date: January 23, 2017

Public Works & Capital Projects

RESOLUTION NO. 2017013

RE: AUTHORIZE ACCEPTANCE OF LINE-OF-SIGHT  
AND GRADING EASEMENT FROM MIDDLE ROSEBROOK, LLC.,  
ON POPPA JOE WAY, TOWN OF STANFORD

Legislators PULVER, BORCHERT, BOLNER and TRUITT offer the following and move its adoption:

WHEREAS, the Department of Public Works has advised that a Line of Sight and Grading Easement is necessary in order to maintain sight lines at property owned by Middle Rosebrook, LLC., on Poppa Joe Way in the Town of Stanford and is a condition of Highway Work Permit Application Number 385, and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant impact on the environment, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

WHEREAS, the easement area is 140.59 +/- square feet of land, and

WHEREAS, the Commissioner of Public Works has advised that Middle Rosebrook, LLC., has agreed to the conditions of the Line of Sight and Grading Easement, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acceptance of the permanent easement described in the Agreement, in the Town of Stanford, will not have a significant impact on the environment, and be it further

RESOLVED, that this Legislature approves the acceptance of the grant of a Line of Sight and Grading Easement from Middle Rosebrook, LLC., for the maintenance of sight lines at its property on Poppa Joe Way in the Town of Stanford and the County Executive or his designee is hereby authorized to execute the same in substantially the form attached hereto.

CA-020-17  
CAB/kvh/R-0968  
1/5/17  
Fiscal Impact: See attached statement  
STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

APPROVED  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date

1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23rd day of January 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

AUTHORIZATION TO ACQUIRE BY WAY OF DONATION, A LINE OF SIGHT AND GRADING EASEMENT FROM  
MIDDLE ROSEBROOK LLC, TOWN OF STANFORD, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis

2929

GRANT OF LINE OF SIGHT AND GRADING EASEMENT

THIS INDENTURE, made the \_\_\_\_ day of December, 2016, between Middle Rosebrook, LLC, with an address c/o Everett R. Cook, 775 Park Avenue, New York, NY 10021 (herein referred to as "GRANTOR"), and  
COUNTY OF DUTCHESS, STATE OF NEW YORK, with offices located at 22 Market Street, Poughkeepsie, New York 12601, (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, the GRANTOR is the owner of property commonly known as 36 Poppa Joe Way, Town of Stanford, County of Dutchess and State of New York, identified by Grid number 6768-00-875800-0000 ("Parcel A");

WHEREAS, the GRANTOR, desires to provide a Line of Sight and Grading Easement to the GRANTEE on a portion of Parcel A, as further described as the Easement Area on Schedule "A", attached hereto and made a part hereof ("Easement Area");

WHEREAS, this conveyance is made to the County of Dutchess in accordance with the authority set forth in Resolution No. \_\_\_\_\_ of the Dutchess County Legislature.

NOW, THEREFORE, the GRANTOR, in consideration of the sum of ONE (\$1.00) DOLLAR, lawful money of the United States, actual consideration, and other valuable consideration paid by the GRANTEE, does hereby grant and release unto the GRANTEE, its successors and assigns forever, a Line of Sight and Grading Easement over all that certain plot, piece or parcel of land situate, lying and being in the Town of Stanford, County of Dutchess and State of New York, as further described on Schedule "A", which Easement allows the County, in the event the GRANTOR, or any subsequent owner of the easement area fails to maintain the easement, to clear brush and other vegetation to enhance visibility and sight distance for users of the public roadways, including the right of access for maintenance and the right to clear and remove brush and vegetation, re-grade as necessary, re-seed,



re-vegetate or employ any other methods as may be required by the County to enhance visibility and sight-distance relating to the roads and public improvements to the area.

GRANTOR, and every subsequent owner of the easement area, its successors and assigns, affirmatively agree to mow and routinely maintain the Easement Area so as to provide the sight distance and visibility requirements as set forth herein.

The Sight Easement as shown herein establishes the perpetual right of the holder of fee title of the highway, or its authorized representatives to clear, re-grade and maintain the area within the Easement at such elevation that there is a clear line of sight across the area.

The GRANTOR, on behalf of his heirs, successors and assigns, hereby warrants and covenants that he will not interfere with the County's clearing and construction efforts within the Easement Area, either by plantings or of placement of natural or man-made materials, or any other means. This prohibition does not prevent a lot owner from planting or mowing grass, but the placement of shrubs or trees shall require the written permission of the County, and the County shall have the right to remove vegetation or materials that interfere with the sight distance as determined appropriate by the GRANTEE.

Subject to the foregoing, the GRANTOR, for itself, its heirs, successors and assigns, reserves the right to fully use and enjoy the premises herein described subject to the terms of this Easement herein granted to the GRANTEE.

Each party represents to the other party that it has the power and authority to execute, deliver and perform this Easement, that all actions necessary to authorize the execution, delivery and performance of this Easement have been duly taken, that it has duly executed and delivered this Easement and that this Easement is legal, valid and binding on it, and enforceable against it in accordance with its terms. This Easement shall not be amended or modified unless in a writing executed and acknowledged by the owner of the Property and Grantee and recorded in the Office of the Dutchess County Clerk.

Grantee shall have the right to enforce these covenants, restrictions and easements by proceeding at law or in equity, against any person or persons violating or attempting to violate any

covenant, restriction, or easement, to restrain violation, to require specific performance and/or to recover damages. Failure by Grantee to enforce any covenant, restriction, or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

TO HAVE AND TO HOLD the said Easement unto the GRANTEE, its successors and assigns forever.

The terms, covenants and agreements herein contained shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, distributees, legal representatives, and all the covenants herein shall run with the land and be burden upon the subject premises, and shall be perpetual in duration.

IN WITNESS WHEREOF, the parties executed this instrument as of the date first set forth above.

If more than one person joins in the execution of this Easement relative words herein shall read as if written in the plural number, and the covenants and agreements hereof shall be their joint and several obligations.

MIDDLE ROSEBROOK, LLC, Grantor

Paul Quartararo, Manager  
By: Paul Quartararo, Esq., Manager

STATE OF NEW YORK  
COUNTY OF Dutchess

On the 7 day of December in the year 2016 before me, the undersigned, personally appeared Paul Quartararo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Notary Public

Printed Name: JOSHUA E. MACKEY

JOSHUA E. MACKEY  
Notary Public, State of New York  
No. 02MA6237226  
Qualified in Dutchess County  
Commission Expires March 14, 2017

DUTCHESS COUNTY, NEW YORK, Grantee

By: \_\_\_\_\_

(12)

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

RECORD AND RETURN BY MAIL:

Paul Quartararo, Esq., PLLC PO Box 65 Millbrook, NY 12545
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## LEGAL DESCRIPTION

### Schedule "A" - Easement Area

All that certain Lot, piece or parcel of land, situate, lying and being in the Town of Stanford, County of Dutchess, State of New York, being a portion of the property commonly known as 36 Poppa Joe Way, Stanford, New York, 12581 ("Parcel A"), Parcel "A" being shown on a map entitled "Lot Line Adjustment & Subdivision for Frances Fichera" filed on April 1, 2004 in the Dutchess County Clerk's Office as Filed Map No. 9197A. The Easement Area is more particularly bounded and described as follows:

---

Beginning at a point on the southerly side of Hunns Lake Road (a.k.a. C.R. #65) said point also being the most northeasterly corner of the lands now or formally of Hunny Lake LLC (Doc. No. 02-2014-59) and Dutchess County Tax Map Grid #6768-00-872906; thence North 82° 15' 01" East 231.96 feet to a point; thence North 27° 14' 01" West 35.34 feet to the southerly side of said Hunns Lake Road; thence along same, South 80° 51' 46" West 83.13 feet and South 69° 22' 59" West 140.59 feet to the point or place of beginning.

SAID Easement Area comprising a portion of larger "Parcel A," more particularly bounded and described as follows:

### "Parcel A"

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Stanford, County of Dutchess, State of New York, Section 6768, Block 00, Lot 875800, such property commonly known as 36 Poppa Joe Way, Stanford, New York, 12581, the said premises shown on a map entitled, "Lot Line Adjustment & Subdivision for Frances Fichera" filed on April 1, 2004 in the Dutchess County Clerk's Office as Filed Map No. 9197A, more particularly bounded and described as follows:

Beginning at a point on the easterly side of Hunns Lake Road a.k.a. County Route 65, said point also being the westerly end of a stone wall; thence along the easterly side of Hunns Lake Road, North 42 degrees 58 minutes 58 seconds East 320.14 feet and North 40 degrees 54 minutes 00 seconds East 145.00 feet to the southwest corner of Parcel F as shown on a map filed in the Dutchess County Clerk's Office as Filed Map 9197A, entitled, "Lot Line Adjustment & Subdivision for Frances Fichera" and filed on April 1, 2004; thence along same, South 35 degrees 37 minutes 00 seconds East 129.30 feet, South 55 degrees 01 minutes 00 seconds East 34.70 feet, South 85 degrees 28 minutes 40 seconds East 61.65 feet, South 28 degrees 46 minutes 20 seconds West 27.81 feet, South 53 degrees 55 minutes 17 seconds East 455.15 feet, South 42 degrees 56 minutes 53 seconds west 355.44 feet, South 64 degrees 15 minutes 30 seconds East 949.39 feet, North 00 degrees 13 minutes 21 seconds East 660.54 feet, North 69 degrees 57 minutes 20 seconds West 618.55 feet, North 57 degrees 58 minutes 50 seconds West 116.67 feet, North 73 degrees 46 minutes 50 seconds West 236.85 feet, South 84 degrees, 34 minutes, 00

seconds West 60.52 feet, North 85 degrees 28 minutes 40 seconds West 53.48 feet, North 55 degrees 01 minutes 00 seconds West 21.41 feet, North 35 degrees 37 minutes 00 seconds West 131.386 feet to the easterly side of said Hunns Lake Road; thence along same, North 40 degrees 54 minutes 00 seconds East 31.86 feet, North 34 degrees 43 minutes 40 seconds East 107.07 feet, North 28 degrees 06 minutes 20 seconds East 99.76 feet, North 24 degrees 48 minutes 00 seconds East 159.73 feet, North 31 degrees 65 minutes 50 seconds East 81.30, North 37 degrees 15 minutes 50 seconds East 187.44 feet to the southwest corner of the lands now or formerly of Strickland (Liber 1849, Page 251); thence along same, South 83 degrees 41 minutes 20 seconds East 359.01 feet and North 12 degrees 02 minutes 40 seconds East 71.07 feet to an angle in said Strickland's easterly line; thence still along Strickland in part and the lands of now or formerly of Thompson (Liber 1972, Page 272) in part and the lands now or formerly of Durant (Liber 1659, Page 162) in part, North 15 degrees 31 minutes 07 seconds East 388.68 feet to a point on the southeasterly side of said Hunns Lake Road; thence along same, North 69 degrees 22 minutes 59 seconds East 140.59 feet, North 80 degrees 51 minutes 46 seconds East 83.13 feet, South 88 degrees 22 minutes 32 seconds East 300.04 feet, South 86 degrees 05 minutes 03 seconds East 300.08 feet, South 86 degrees 51 minutes 48 seconds East 78.62 feet, South 87 degrees 16 minutes 33 seconds East 57.27 feet, North 87 degrees 15 minutes 03 seconds East 65.64 feet, North 83 degrees 22 minutes 45 seconds East 262.41 feet, North 77 degrees 25 minutes 12 seconds East 62.02 feet, and North 70 degrees 12 minutes 24 seconds East 87.77 feet to the northeast corner of the herein described parcel; thence along the lands now or formerly of Speed (Liber 1298, Page 600) and along a stone wall, South 07 degrees 03 minutes 53 seconds West 134.75 feet South 05 degrees 22 minutes 01 seconds West 69.67 feet, South 10 degrees 29 minutes 20 seconds West 62.58 feet to the end of said stone wall on the westerly side of a small stream; thence crossing said stream and along a line of no physical bounds, South 03 degrees 52 minutes 43 seconds West 104.25 feet to the beginning of a stone wall; thence along said stone wall, South 04 degrees 26 minutes 29 seconds West 28.15 feet; thence still along said stone wall and still along said Speed in part and along the lands now or formerly of Roseland Ranch Holding Corp. (Liber 1970, Page 193) in part, South 07 degrees 01 minutes 18 seconds West 96.44 feet; thence still along said stone wall and said Roseland Ranch Holding Corp., South 04 degrees 59 minutes 22 seconds West 31.87 feet to the end of said stone wall; thence along a line of no physical bounds, South 06 degrees 00 minutes 46 seconds West 24.10 feet to the beginning of a stone wall; thence still along said Roseland Ranch Holding Corp. and said stone wall, South 07 degrees 26 minutes 50 seconds West 114.21 feet, thence along said stone wall in part and along a line on the projection of said stone wall South 07 degrees 15 minutes 48 seconds West 69.02 feet to a southeasterly corner of the herein described parcel and a point in range with a stone wall; thence along a line of no physical bounds in part and along said stone wall in part, North 83 degrees 42 minutes 38 seconds West 227.21 feet; thence along said stone wall and still along said Roseland Ranch Holding Corp., North 85 degrees 39 minutes 37 seconds West 391.67 feet to the northwest corner of said Roseland Ranch Holding Corp.; thence still along said Roseland Ranch Holding Corp. and said stone wall,

South 08 degrees 24 minutes 10 seconds West 258.96 feet, South 05 degrees 52 minutes 30 seconds West 166.26 feet, South 14 degrees 23 minutes 40 seconds West 33.35 feet, South 09 degrees 26 minutes 50 seconds West 73.78 feet, South 05 degrees 28 minutes 00 seconds West 213.65 feet; South 06 degrees 22 minutes 30 seconds West 283.61 feet, South 06 degrees 51 minutes 20 seconds West 547.48 feet and still along said stone wall in part and along a line of no physical bounds on a projection of said stone wall South 08 degrees 52 minutes 20 seconds West 71.71 feet to the southeast corner of the herein described parcel; thence along a line of no physical bounds, North 64 degrees 15 minutes 30 seconds West 1807.30 feet, to the beginning of a stone wall and a point on the northerly line of lands now or formerly of Levine (Liber 1481, Page 604); thence along said Levine, along said stone wall and crossing a small stream, North 23 degrees 50 minutes 10 seconds West 50.00 feet and North 32 degrees 49 minutes 00 seconds West 50.00 feet to the point or place of the beginning. Containing 56.515 acres of land more or less.

Together with the benefit of that certain Reciprocal Easement Agreement dated as of March 2, 2006 between Roseland Holding Corp., and SS Marks LLC and Roseland Ranch Holdings, LLC to be duly recorded in the Dutchess County Clerk's Office at Doc. No. 02-2006-6796.

Together with the benefits of the certain License Agreement dated as of March 2, 2006 between Roseland Holding Corp. and SS Marks LLC and Roseland Ranch Holdings, LLC to be duly recorded in the Dutchess County Clerk's Office at Doc. No. 02-2006-6797.

## ***Public Works and Capital Projects Roll Call***

<i><b>District</b></i>	<i><b>Name</b></i>	<i><b>Yes</b></i>	<i><b>No</b></i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	absent	
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 15 - Town of Wappinger	Incoronato (VC)	absent	
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present: <u>9</u>	Resolution: <u>✓</u>	Total : <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017013 AUTHORIZE ACCEPTANCE OF LINE-OF-SIGHT AND GRADING EASEMENT FROM MIDDLE ROSEBROOK, LLC, ON POPPA JOE WAY, TOWN OF STANFORD**

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 23 0  
           Yes      No  
 Abstentions: 0

**2017013 AUTHORIZE ACCEPTANCE OF LINE-OF-SIGHT AND GRADING EASEMENT FROM MIDDLE ROSEBROOK, LLC, ON POPPA JOE WAY, TOWN OF STANFORD**

Date: January 23, 2017



RESOLUTION NO. 2017014

RE: AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT  
FROM ISRAEL STUART LOPEZ AND JENNIFER JANE LOPEZ  
IN CONNECTION WITH THE PROJECT KNOWN AS  
OLD QUAKER HILL ROAD (CR 66) DRAINAGE IMPROVEMENTS,  
TOWN OF PAWLING, COUNTY OF DUTCHESS

Legislators PULVER, BORCHERT, and BOLNER offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvement of Old Quaker Hill Road (CR 66) in the Town of Pawling, which project includes the acquisition of portions of certain properties, and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes an unlisted action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant impact on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to improve Old Quaker Hill Road (CR 66) in the Town of Pawling, it is necessary to acquire a permanent easement on a portion of real property, as follows: a 8,654 +/- square foot parcel as shown on Map 1, Parcel 1, on 216 Old Quaker Hill Road (CR 66), in the Town of Pawling, Dutchess County, and is described as Parcel Identification Number 134089-7156-00-509533-0000, presently owned by Israel Stuart Lopez and Jennifer Jane Lopez, and

WHEREAS, the purchase price to acquire the permanent easement, 8,654 +/- square foot parcel is \$5,000, to the property owners, Israel Stuart Lopez and Jennifer Jane Lopez, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owners is annexed hereto, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property be acquired for the total sum of \$5,000, plus an authorization to spend up to an additional \$1,000.00 in related expenses, if necessary; now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of the

Permanent Easement of the property described above in the Town of Pawling, will not have a significant adverse environmental impact, and be it further

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with the Permanent Easement, and be it further


RESOLVED, that on the receipt from the property owners of the executed deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay the necessary associated fees and/or expenses in connection with the Permanent Easement.

CA-021-17

CAB/sc/R-0965

1/5/17

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

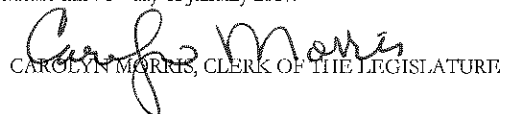
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 6,000

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \$6,000

Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

Authorization to acquire a Permanent Easement to a 8,654+/- square foot parcel as shown on Map 1, Parcel 1 with the purchase price of \$5,000.00 from Israel Stuart Lopez and Jennifer Jane Lopez.

Related expenses in the amount of \$1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis

Prepared On: 12/20/16

AGREEMENT TO PURCHASE REAL PROPERTY

Project:  
PIN OR CIN:

Map: 1

Parcel: 1

This Agreement by and between ISRAEL STUART LOPEZ and JENNIFER JANE LOPEZ residing at 216 Old Quaker Hill Road, Town of Pawling, Dutchess County, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

☐ a permanent easement to 8,654± square feet of real property.

Located at 216 Old Quaker Hill Road, Town of Pawling, Dutchess County, and is further described as Map 1 Parcel 1 on Exhibit "A", attached hereto (hereinafter the "Easement Premises").

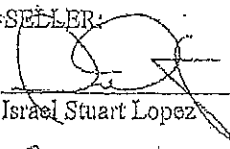
Being a portion of those same lands described in that certain deed dated March 15, 2016 and recorded in Document # 02 2016 2357 in the Office of the County Clerk for Dutchess County (re: Grid # 134089-7156-00-509533-0000),

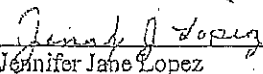
2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: None
3. PURCHASE PRICE. The total purchase price is FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00). The purchase price is intended to compensate the Sellers for their attorneys fees and other out of pocket expenses in connection with the Partial Release of Mortgage process. Examples of these out of pocket expenses are the application fee, a new survey of the remaining property and payment toward the mortgage balance. The Sellers acknowledge being advised by the Buyer that the Buyer's appraisal indicates that the value of the Permanent Easement and the Temporary Easement is \$16,525.00.
4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about ~~December 14, 2016~~ <sup>February 27, 2017</sup> or sooner upon receipt of the partial release of mortgage lien hereinafter referenced. This Agreement is subject to the approval of the Dutchess County Legislature. CB
5. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
- A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will arrange for a title search.
6. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Buyer shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer.

7. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments, if any.
8. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
9. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
10. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
11. PERMANENT EASEMENT: Upon the receipt of a partial release of mortgage lien fully executed by the Navy Federal Credit Union, the holder of a mortgage secured by Seller's property (a portion of which is the Easement Premises), releasing its security interest in the Easement, the parties agree to execute the Permanent Easement in the form annexed hereto as Exhibit B.
12. The Buyer will obtain all necessary and proper approvals from any governmental authority for the construction, re-construction, and maintenance of the drainage system for storm water on the Easement Premises.
13. The Buyer shall install an eighteen (18) inch diameter sub-surface pipe for the drainage of storm water through the Easement Premises, with periodic manholes at grade level; shall backfill the ditch(s) with clean fill to grade level; shall remove all debris, including without limitation the wood and stumps of removed trees; and shall grade, rake and seed the surface.

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the parties have entered into this Agreement.

SELLER:

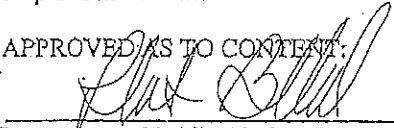
  
Israel Stuart Lopez

  
Jennifer Jane Lopez

APPROVED AS TO FORM:

\_\_\_\_\_  
Department of Law

APPROVED AS TO CONTENT:

  
Department of Public Works

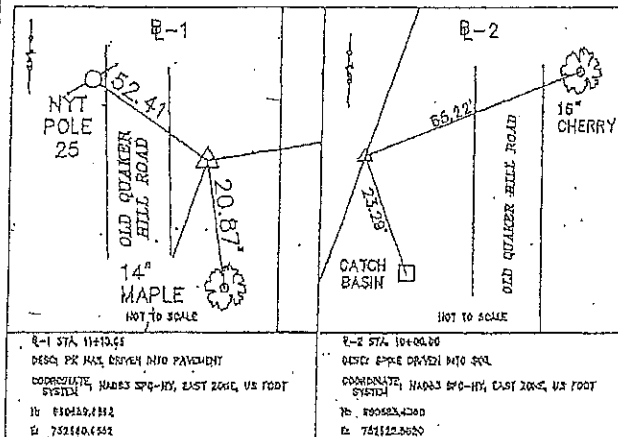
COUNTY OF DUTCHESS:

\_\_\_\_\_  
County Executive

EXHIBIT A  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS  
ACQUISITION MAP

MAP NO. 1  
PARCEL NO. 1  
SHEET 1 OF 2

CR-66 DRAINAGE IMPROVEMENTS DCH-2016-07

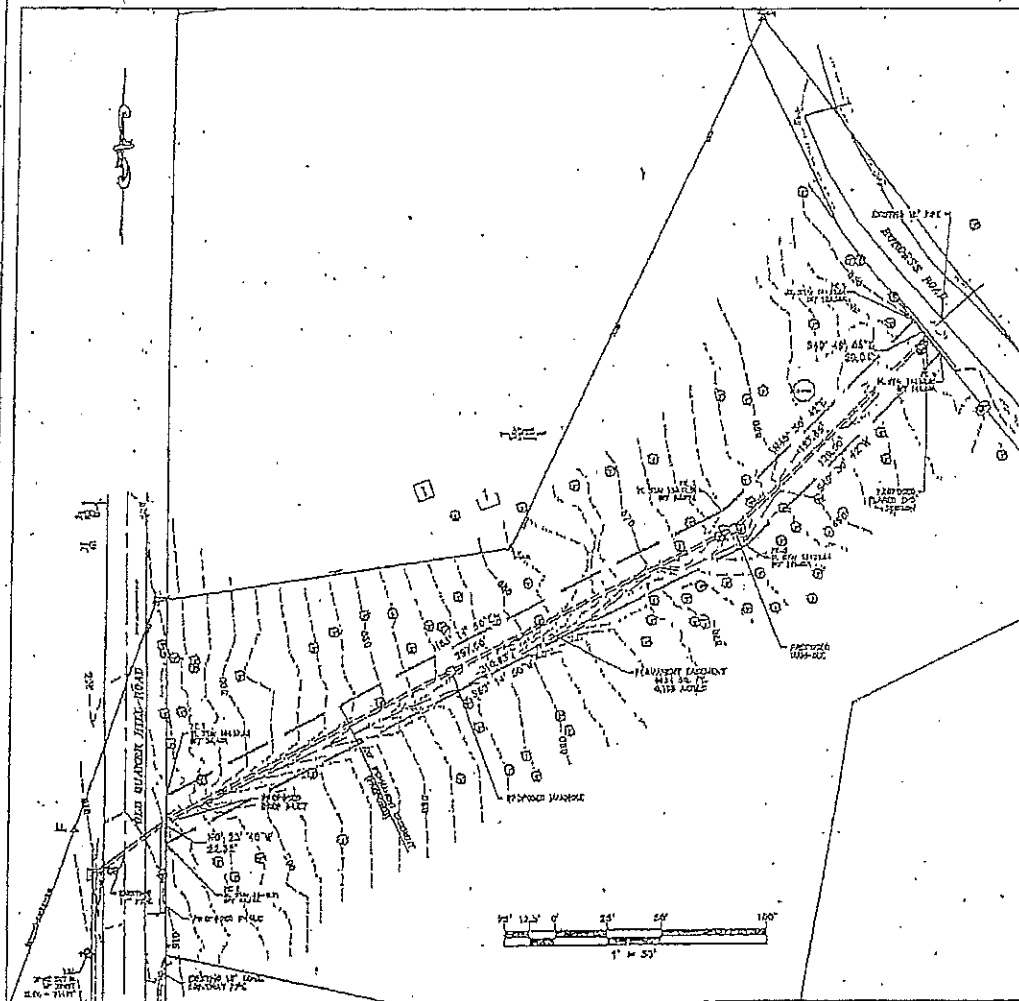


ACQUISITION DESCRIPTION:

Type: PERMANENT DRAINAGE EASEMENT  
Portion of Real Property Tax  
Parcel ID No. 134089-7156-00-509533  
Town of Powling  
County of Dutchess  
State of New York

REPUTED OWNER:

Israel Stuart Lopez & Jennifer Jane Lopez  
216 Old Quaker Hill Road  
Powling, NY 12564



RECORD OF THIS MAP (SHEETS 1 & 2)  
ARE ON FILE AT THE OFFICE OF THE DUTCHESS  
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER: \_\_\_\_\_  
ACQUIRED DATE: \_\_\_\_\_  
DATE PREPARED: 07-26-2016

PREPARED BY: JEC

CHECKED BY: JEC

FINAL CHECK BY: JEC

EXHIBIT A  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS  
ACQUISITION MAP

MAP NO. 1  
PARCEL NO. 1  
SHEET 2 OF 2

CR-66 DRAINAGE IMPROVEMENTS

DCH-2016-07

A PERMANENT EASEMENT to be exercised for the purpose of construction, re-construction and maintenance of drainage system in the Town of Pawling, County of Dutchess, State of New York being more particularly bounded and described as follows:

Beginning at a point on the easterly line of County Road 66 (A.K.A. Old Quaker Hill Road), said point being 38.43 feet  $\pm$  distant easterly, measured at right angles from Sta. 10+29.62 of the hereinafter described baseline; Thence running easterly through lands of Lopez the following (2) two courses and distances, N 63° 14' 50" E 297.50 feet to a point, said point being 83.99 feet  $\pm$  distant southerly, measured at right angles from Sta. 13+41.31 of the aforementioned baseline; Thence N 45° 30' 42" E 127.66 feet to a point, said point being 128.28 feet  $\pm$  distant southerly, measured at right angles from Sta. 14+50.06 of the aforementioned baseline; Thence turning southeasterly along the southerly line of Burgess Road S 40° 49' 08" E 20.04 feet to a point, said point being 146.58 feet  $\pm$  distant southerly, measured at right angles from Sta. 14+52.00 of the aforementioned baseline; Thence running westerly through lands of Lopez the following (2) courses and distances, S 45° 30' 42" W 129.50 feet to a point, said point being 101.63 feet  $\pm$  distant southerly, measured at right angles from Sta. 13+31.54 of the aforementioned baseline; Thence S 63° 14' 50" W 310.53 feet to a point, said point being 44.14 feet  $\pm$  distant easterly from Sta. 10+6.71 of the aforementioned baseline; Thence running northerly along the easterly line of C.R. 66 N 0° 23' 40" W 22.32 feet to the point of place of beginning.

Containing 0.199 acres more or less.

The abovementioned survey baseline is a portion of the survey baseline for the CR-66 drainage improvements project, and is described as follows:

Beginning at Sta 10+00 (R 2); Thence N 19° 40' 47" E 113.06 feet to Sta. 11+13.06 (R 1); Thence N 81° 32' 50" E 172.79 feet to a Sta. 12+85.85 (R 3); Thence N 25° 12' 55" E 274.03 feet to a Sta. 15+59.88 (R 4).

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date 8-1 2016

Noel H.S. Knille, AIA, ASLA  
Commissioner of Public Works

Recommended by:

Date August 1 2016

Robert H. Bolkind, P.E.  
Deputy Commissioner of Public Works



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date July 29 2016

Jonathan J. Vanderber, Land Surveyor  
P.L.S. License No. 050912

MORRIS ASSOCIATES  
ENGINEERING AND SURVEYING CONSULTANTS, PLLC  
9 ELKS LANE  
POUGHKEEPSIE, NY 12601

MAP NUMBER \_\_\_\_\_  
REVISED DATE \_\_\_\_\_  
DATE FORWARDED 07-21-2016

FORWARDED BY MS

DIRECTED BY MS

FINAL CHECK BY MS

## ***Public Works and Capital Projects Roll Call***

<i><b>District</b></i>	<i><b>Name</b></i>	<i><b>Yes</b></i>	<i><b>No</b></i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	<i>absent</i>	
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)	<i>absent</i>	
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present: <u>9</u>	Resolution: <u>✓</u>	Total : <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017014 AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT FROM ISRAEL STUART LOPEZ AND JENNIFER JANE LOPEZ IN CONNECTION WITH THE PROJECT KNOWN AS OLD QUAKER HILL ROAD (CR66) DRAINAGE IMPROVEMENTS, TOWN OF PAWLING, COUNTY OF DUTCHESS**

Date: January 19, 2017



# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Ardenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	
Present: <u>23</u>	Resolution: <u>✓</u>	Total : <u>23</u>	<u>2</u>
Absent: <u>2</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017014 AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT FROM ISRAEL STUART LOPEZ AND JENNIFER JANE LOPEZ IN CONNECTION WITH THE PROJECT KNOWN AS OLD QUAKER HILL ROAD (CR66) DRAINAGE IMPROVEMENTS, TOWN OF PAWLING, COUNTY OF DUTCHESS**

Date: January 23, 2017

RESOLUTION NO. 2017015

RE: DECLARING DUTCHESS COUNTY AS LEAD AGENCY  
FOR THE PROPOSED REALIGNMENT OF COUNTY ROUTE 72  
(NORTH AVENUE) AT THE INTERSECTION OF  
HURLEY ROAD, TOWN OF PLEASANT VALLEY

Legislators PULVER BORCHERT, BOLNER, SAGLIANO, and TRUITT offer the following and move its adoption:

WHEREAS, the Department of Public Works is proposing a project that will involve the reconstruction of County Route 72 (North Avenue) on a new alignment in the vicinity of Hurley Road to meet current standards for safety and structure which project is located in the Town of Pleasant Valley, and

WHEREAS, the project consists of adjusting the horizontal and vertical alignment of County Route 72 (North Avenue) and Hurley Road to improve sight distance and safe operation of the intersection, which will include: the reconstruction of the pavement to accommodate proper lane widths and shoulders; drainage, utilities, signage and pavement markings, retaining wall, guiderail, and adjacent landscaping will be reconstructed as required; and to comply with New York State Stormwater Management Requirements a pocket wetland is proposed to be constructed at the north end of the project adjacent to the existing wetlands to contain the stormwater runoff from the project in the Town of Pleasant Valley, Dutchess County, and

WHEREAS, the Dutchess County Department of Public Works has identified the involved action as an Unlisted Action pursuant to SEQRA (6 NYCRR 617) and has circulated the Short Environmental Assessment Form (EAF) to other involved agencies declaring its intent to declare itself lead agency for a coordinated review of the involved action, and


WHEREAS, no other involved agency has expressed an interest in being lead agency for the involved action, now, therefore, be it

RESOLVED, that Dutchess County hereby declares itself to be Lead Agency for the coordinated review of the above referenced project pursuant to SEQRA (6 NYCRR 617.6).

CA-018-17  
CAB/kvh/R-0966  
1/5/17  
Fiscal Impact: See attached statement  
STATE OF NEW YORK


COUNTY OF DUTCHESS

SS:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_  
Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

REALIGNMENT OF COUNTY ROUTE 72 (NORTH AVENUE)  
AT INTERSECTION WITH HURLEY ROAD, TOWN OF PLEASANT VALLEY

This Fiscal Impact Statement is related to the Resolution Request to declare Dutchess County Lead Agency pursuant to 6 NYCRR Part 617.

Prepared by: Robert H. Balkind, P.E., Commissioner of Public Works



Prepared On: 12/30/2016

## ***Public Works and Capital Projects Roll Call***

<i><b>District</b></i>	<i><b>Name</b></i>	<i><b>Yes</b></i>	<i><b>No</b></i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	absent	
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 15 - Town of Wappinger	Incoronato (VC)	absent	
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present: <u>9</u>	Resolution: <u>✓</u>	Total : <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017015** DECLARING DUTCHESS COUNTY AS LEAD AGENCY FOR THE PROPOSED REALIGNMENT OF COUNTY ROUTE 72 (NORTH AVENUE) AT THE INTERSECTION OF HURLEY ROAD, TOWN OF PLEASANT VALLEY

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
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District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
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District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	absent	
Present: <u>23</u>	Resolution: <input checked="" type="checkbox"/>	Total: <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: <input type="checkbox"/>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017015 DECLARING DUTCHESS COUNTY AS LEAD AGENCY FOR THE PROPOSED REALIGNMENT OF COUNTY ROUTE 72 (NORTH AVENUE) AT THE INTERSECTION OF HURLEY ROAD, TOWN OF PLEASANT VALLEY**

Date: January 23, 2017

RESOLUTION NO. 2017016

RE: ACCEPTING THE DETERMINATION AND FINDINGS RELATING TO THE PROPOSED PUBLIC PROJECT TO REHABILITATE NORTH AVENUE (CR 72) A CUMULATIVE DISTANCE OF APPROXIMATELY 1100 FEET, INCLUSIVE OF APPROXIMATELY 550 FEET OF REALIGNMENT OF NORTH AVENUE (CR 72) AT THE INTERSECTION OF HURLEY ROAD, WITHIN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Legislators PULVER, BORCHERT, BOLNER, and SAGLIANO offer the following and move its adoption:

WHEREAS, North Avenue is a north-eastern/south-western collector roadway that provides both local access to adjacent residential and commercial properties as well as commuter access to highways of higher classification such as NYS Route 44 and NYS Route 115; and

WHEREAS, North Avenue (CR 72) is owned by the County of Dutchess and is maintained by the Dutchess County Department of Public Works; and

WHEREAS, the realignment of the roadway is needed to insure the continued service of the roadway as a link in the greater mobility and transportation system of the area and to improve a traffic safety condition along North Avenue (CR 72); and

WHEREAS, the need for this project was identified by the Dutchess County Department of Public Works based on the deteriorated pavement condition, identified safety conditions, non-standard geometry, and poor drainage performance; and

WHEREAS, an examination of the aforementioned section of North Avenue (CR 72) identified non-standard features that do not meet current geometric design criteria in terms of travel lane and shoulder widths, travel lane and shoulder cross sections, horizontal and vertical curvature, horizontal clearance, stopping sight distance, and grades; and

WHEREAS, the examination of the aforementioned section of North Avenue (CR 72) also identified several non-conforming features that exist within the project limits including side slopes, advance signing and delineation, intersection turning radii; and

WHEREAS, an inspection of the drainage systems along the aforementioned section of North Avenue (CR 72) has revealed the existing drainage system is exhibiting deterioration and will become functionally obsolete without required routine repair and maintenance; and

WHEREAS, the condition of the drainage system is contributing to localized flooding on private property and creating safety issues during inclement weather; and

WHEREAS, the presence of non-standard and non-conforming features and the degraded drainage system along North Avenue provide a basis of concern for safety along the corridor; and

WHEREAS, the Dutchess County Department of Public Works caused to be performed a vehicular traffic accident analysis in the area of the aforementioned 1100 foot section of North Avenue (CR 72) for several different time periods over the course of the project, to document the accident history throughout the project corridor and to identify any accident patterns or clusters; and

WHEREAS, said studies identified the following: between 1990 and 2004, 42 vehicular accidents were reported and revealed a combined accident rate that nearly meets the statewide average for a two-lane, undivided collector roadway with no access control; and

WHEREAS, said studies identified the following: between 2002 and 2004, 9 vehicular accidents were reported and revealed a combined accident rate that more than doubles the statewide average for a two-lane, undivided collector roadway with no access control; and

WHEREAS, said studies identified the following: between 2011 and 2016, 13 vehicular accidents were reported and revealed a combined accident rate that nearly triples the statewide average for a two-lane, undivided collector roadway with no access control; and

WHEREAS, the Dutchess County Department of Public Works has concluded that safety deficiencies and the continued deterioration of the corridor infrastructure provides a basis for the consideration of improvements along the aforementioned section of North Avenue (CR 72); and

WHEREAS, the Dutchess County Department of Public Works established project objectives to analyze the feasible alternatives and guide the design process; and

WHEREAS, the project objectives include the improvement of existing geometric alignments through the application of appropriate design standards to provide acceptable sight distances and improved pavement conditions, using a cost effective treatment to reconstruct a portion of North Avenue (CR 72) and its intersection with Hurley Road, correction of existing and emerging operational problems and safety related deficiencies and improvement of drainage facilities to ensure positive runoff; and

WHEREAS, the Dutchess County Department of Public Works implemented a program to incorporate public involvement which included public information meetings held on March 19, 2009 and October 24, 2016; and

WHEREAS, notices of the public information meetings were published, mailed and generally distributed throughout the proposed project area, at which time the data was presented, project objectives were discussed and the public was allowed to address important project issues; and

WHEREAS, following consideration of public input, the Dutchess County Department of Public Works and its consultant incorporated mitigation measures into the project design to address stated concerns where warranted; and

WHEREAS, the Dutchess County Department of Public Works and its consultant prepared and periodically revised a project design to accomplish the improvement of the aforementioned section of North Avenue (CR 72) in the Town of Pleasant Valley, Dutchess County, New York, which design included the development and consideration of various preliminary alternatives; and

WHEREAS, based on the analysis of data gathered by the Dutchess County Department of Public Works and its consultants and comments received through the public involvement program, Alternative C – Realignment of a portion of North Avenue (CR 72) westerly, immediately adjacent to the existing North Avenue was deemed to be the preferred alternative for Final Design Approval; and

WHEREAS, Alternative C includes: providing a new two-course, high friction asphalt wearing surface with cross-slope improvements; 11 foot travel lanes and 4 foot shoulders throughout; upgraded drainage facilities; horizontal and vertical realignments; improved clear zone and side slope treatments, improvement of the North Avenue (CR 72)/Hurley Road intersection by eliminating an unconventional intersection geometry, raising the roadway profile of the North Avenue (CR 72)/Hurley Road intersection, forming a conventional T intersection, improving sight distance in all directions and removal of the northbound right slip lane, converting the resulting open pavement area to green space; and

WHEREAS, the North Avenue Project is classified as an unlisted action under the SEQRA; and

WHEREAS, the County of Dutchess acting as lead SEQRA agency, has completed all appropriate SEQRA processing in accordance with applicable laws, rules and regulations, and has otherwise considered the general effect of the proposed project on the environment; and

WHEREAS, the County of Dutchess has considered the general effect of the proposed project on the residents of the locality in which the proposed project is to be undertaken; and

WHEREAS, representatives of the County of Dutchess have met with residents who may be affected by the proposed public project and have made every effort to minimize the impact that the proposed public project will have on adjacent properties; and

WHEREAS, the proposed Alternative C would require the County of Dutchess to acquire easements and/or fee interests from approximately 5 properties along North Avenue (CR 72) within the proposed project area; and

WHEREAS, in accordance with Article 2 of the Eminent Domain Procedure Law, the oral presentation and comment phase of the public hearing was held on October 24, 2016, beginning at 7:11 p.m. at the Pleasant Valley Town Hall located at 1554 Main Street, Pleasant Valley, New York, for the purpose of informing the public and to review the public use to be



served and public benefit to be obtained by the aforementioned proposed public project, and to consider all other matters appropriate to that project; and

WHEREAS, during the course of the aforementioned oral presentation phase of the public hearing, all matters required by the Eminent Domain Procedure Law and appropriate to such public hearing were identified and explained to persons then in attendance, and such persons in attendance were given an opportunity to, and did, speak and comment on the proposed public project and examined documents presented; and

WHEREAS, at the conclusion of the oral presentation phase of the aforementioned public hearing, the hearing was adjourned to the close of business on October 31, 2016; and

WHEREAS, the minutes of such public hearing were transcribed and made available, together with the exhibits and other documents, if any, which were identified or made available during the oral presentation phase thereof, for inspection and examination by the public at the offices of the Dutchess County Department of Public Works and the Dutchess County Clerk; and

WHEREAS, additional written public comments regarding the proposed public project were accepted until the close of business on October 31, 2016, and said comments were incorporated into the record of the aforementioned Eminent Domain Procedure Law Public Hearing; now therefore, be it

RESOLVED, the following constitutes the determination and findings of this Body with respect to the proposed rehabilitation of an approximately 1100 foot section of North Avenue (CR 72), inclusive of approximately 550 feet of realignment of North Avenue (CR 72) at the intersection of Hurley Road in the Town of Pleasant Valley, Dutchess County, New York:

1. The public use, benefit or purpose to be served by the proposed public project is the rehabilitation of an approximately 1100 foot section of North Avenue (CR 72), inclusive of approximately 550 feet of realignment of North Avenue (CR 72) at the intersection of Hurley Road in the Town of Pleasant Valley, Dutchess County, and will include: providing a new pavement wearing surface with consistent 11 ft. travel lanes in each direction, providing a consistent 4 ft. wide full-depth shoulders on both sides of North Avenue, improving non-standard geometric features with horizontal and vertical realignment, particularly at the intersection of North Avenue (CR 72) and Hurley Road, improving sight distance in all directions at the North Avenue (CR 72) and Hurley Road intersection, providing a consistent, improved clear zone by removing, relocating or protecting obstructions within a minimum of 4 ft. from the edge of the travel lane, adding guide rail as needed, installation of a fill retaining wall to support the newly realigned North Avenue to the west of the existing alignment of North Avenue (CR 72), reconfiguration of a private driveway to meet the newly aligned North Avenue (CR 72), installing new or enhanced closed/open drainage facilities where required including a stormwater treatment area to ensure compliance with NYSDEC Phase II Requirements for SPDES, providing cross sectional improvements such as restoration of uniform roadway crown in tangent sections and super elevation

improvements on all curves, as required, replacing existing traffic control signs and the installation of advanced warning signs in accordance with the 2009 Edition of the FHWA's *MUTCD for Streets and Highways, latest ed. and the NYS Supplement to the MUCTD, latest ed.*

2. The proposed public project objectives include the improvement of existing geometric alignments, using a cost effective treatment to reconstruct a portion of North Avenue (CR 72) and Hurley Road, correction of existing and emerging operational problems and safety related deficiencies and improvement of drainage facilities to ensure positive runoff. More specifically, the benefits to be obtained and purposes to be served by the proposed public project are as follows:
  - a. Improvement of Existing Geometric Alignments: The proposed public project will improve vehicular safety through the application of appropriate design standards to provide acceptable sight distances and improved pavement conditions.
  - b. Using a Cost Effective Treatment to Reconstruct a Portion of North Avenue (CR 72) and Hurley Road: The alternative selected (Alternative C) has been determined to provide the most benefit versus the estimated cost of the project. The remaining alternatives were dismissed due to reasons such as higher costs and environmental impact.
  - c. Correction of Existing and Emerging Operational Problems and Safety Related deficiencies: The project will improve upon deficiencies such as non-standard shoulder widths, stopping sight distance, horizontal sight distance, pavement cross slope, pavement surface conditions and drainage conditions.
  - d. Improvement of Drainage Facilities to Ensure Positive Runoff: The project will replace an antiquated, non-functional, combination open/closed drainage system with newly established swales, new drainage structures, piping and a stormwater treatment area that will satisfy NYSDEC's Phase II Requirements for SPDES.
3. The proposed public project is located in the Town of Pleasant Valley and impacts a cumulative distance of approximately 1100 feet of North Avenue (CR 72), inclusive of approximately 550 feet of realignment of North Avenue at the intersection of Hurley Road.
4. The following different alternatives were considered:
  - a. The No-Build "Null" Alternative: This alternative would simply retain existing conditions and not address the accident, safety, and mobility problems that exist at the CR 72/Hurley Road intersection. Routine maintenance efforts would continue.

- b. Alternative A: This alternative would relocate approximately 1640 feet of North Avenue (CR 72) westerly of its existing alignment, on the west side of the existing residence adjacent to North Avenue (CR 72) opposite the Hurley Road intersection. This alignment would place the roadway closer to mapped wetlands and require extensive right-of-way acquisition.
- c. Alternative B: This alternative would relocate approximately 1510 feet of North Avenue (CR 72) westerly of its existing alignment. The alignment would place the roadway closer to the mapped wetlands; however, it would necessitate the removal of the existing home and relocation of the residents of 543 North Avenue.
- d. Alternative C: This alternative would rehabilitate approximately 1100 feet of North Avenue (CR 72), inclusive of approximate 550 feet of realignment of North Avenue (CR 72) westerly and immediately adjacent to the existing roadway alignment. The alignment minimizes property acquisition and does not require the acquisition of any residences. This alternative also raises the grade of the Hurley Road intersection to match the re-aligned and re-profiled North Avenue, forming a conventional T-intersection with improved sight distance. This alternative is the most effective to address project needs, concerns and budget.

5. The reasons for selecting Alternative C include:

- a. The Null Alternative would result in continued roadway deterioration and retention of non-standard and non-conforming conditions, increased safety concerns and would not fulfill any project objectives.
- b. Alternative A satisfies the project objectives. However, it has been rejected largely due to cost constraints, large private right-of-way impacts and impacts to delineated wetlands at the project extremities. This alternative meets the project objectives, but is not a cost effective solution. In addition, this alternate would necessitate the acquisition of private property for approximately 1375 feet of the North Avenue (CR 72) relocation and approximately 100 feet of Hurley Road reconstruction. This alternative was considered but rejected as it meets the project objectives; however, it is not a cost effective solution and has wetland impacts.
- c. Alternative B also satisfies the project objectives, but is also not a cost effective solution. This alternate would necessitate the acquisition of private property for 1180 feet of the North Avenue (CR 72) relocation and 30 feet of Hurley Road reconstruction. In addition, this alternate would require the acquisition and demolition of a private 2 family residence necessitating relocation. This alternative also impacts the delineated wetlands on the north and south ends of the proposed alignment. This alternative was considered and rejected as it meets the project objectives; however, it is not a cost effective solution and has wetland impacts.

- d. Alternative C was selected because it satisfies all project objectives and is considered to be a feasible alternative. This alternative meets the project objectives, minimizes right-of-way impacts, avoids wetland impacts and falls within the project programmed budget. The benefits to be derived from this alternative are more fully set forth herein paragraph 2 above.
6. The County of Dutchess prepared a Short Environmental Assessment Form in accordance with the State Environmental Quality Review Act (SEQRA). The County of Dutchess, acting as SEQRA lead agency, has determined that the proposed project will not have a significant adverse impact on the environment.
7. It is hereby concluded that the proposed public project will have, among other things, the following effects upon the residents of the locality:
  - a. The proposed public project will have a beneficial impact on the residents of the area of the proposed public project. The proposed public project will improve overall public safety by removing existing non-standard horizontal and vertical curves and non-standard sight distance, thereby reducing the potential vehicular accidents. Also, the new signing, pavement markings and other improvements will provide a safer environment for the traveling public.
  - b. The proposed public project will not have any long-term impacts on residents or businesses, nor will it require any relocations.
  - c. The proposed public project will require de-minimus property acquisitions, but will not affect land uses, change travel patterns or have any permanent effect on local planning.
  - d. This proposed project will not have a substantial negative impact on the aesthetics of the area. Rather, various elements of the project aim to enhance the appearance of the area.
8. The proposed project was reviewed by the Office of Parks, Recreation and Historic Preservation (OPRHP) with regard to its effect on historical and cultural resources. The State Historic Preservation Office (SHPO) has determined that the proposed project will have no effect on resources on, or eligible for inclusion on, the state or national registers of historic places. This Body adopts such determination.
9. The Dutchess County Department of Public Works is hereby authorized and directed to prepare a brief synopsis of the foregoing determination and findings, such synopsis to include those factors set forth in Eminent Domain Procedure Law §204(B), and, further, such synopsis to state that copies of the

determination and findings will be forwarded upon written request without cost.

10. The Dutchess County Department of Public Works is further hereby authorized and directed to publish the aforementioned synopsis of the foregoing resolution in at least two (2) successive issues of an official newspaper designated by the County of Dutchess and in at least two successive issues of a newspaper of general circulation in Dutchess County.
11. The Dutchess County Department of Public Works is further hereby authorized and directed to serve, by personal service or certified mail, return receipt requested, a notice of the aforementioned brief synopsis upon each assessment record billing owner (as that term is defined in Eminent Domain Procedure Law §103(B-1) or his or her attorney of record whose property may be acquired, such notice to:
  - a. include the information required by Eminent Domain Procedure Law §204(B)(2); and
  - b. state that copies of the determination and findings will be forwarded upon written request without cost; and
  - c. state that pursuant to Eminent Domain Procedure Law §207, such individual shall have thirty (30) days from the completion of the publication of the aforementioned brief synopsis in the newspapers as aforesaid, to seek judicial review of the County of Dutchess' determination and findings relating to the proposed public project; and
  - d. inform such individual that, under Eminent Domain Procedure Law §§207 and 208, the exclusive venue for judicial review of the County of Dutchess' determination and findings relating to the proposed public project is the appellate division of the supreme court in the judicial department where any part of the property to be condemned is located.

CA-019-17  
CAB/kvh/R-0966  
1/5/17  
Fiscal Impact attached

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

  
William F.X. O'Neil  
Deputy County Executive

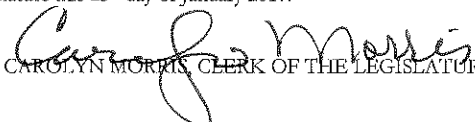
APPROVED

~~MARCUS J. MOLINARO~~  
~~COUNTY EXECUTIVE~~

Date 1-24-2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_  
Nature/Reason:


Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

REALIGNMENT OF COUNTY ROUTE 72 (NORTH AVENUE) AT INTERSECTION OF HURLEY ROAD  
TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NY

This Fiscal Impact Statement is related to the Resolution Request to authorize the Dutchess County Legislature to adopt the attached resolution which accepts the Eminent Domain Procedure Law (EDPL) Determination and Findings.

Prepared by: Robert H. Balkind, P.E., Commissioner of Public Works  Prepared On: 12/30/2016

## ***Public Works and Capital Projects Roll Call***

<i><b>District</b></i>	<i><b>Name</b></i>	<i><b>Yes</b></i>	<i><b>No</b></i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	absent	
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 15 - Town of Wappinger	Incoronato (VC)	absent	
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present: <u>9</u>	Resolution: <u>✓</u>	Total : <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017016** ACCEPTING THE DETERMINATION AND FINDINGS RELATING TO THE PROPOSED PUBLIC PROJECT TO REHABILITATE NORTH AVENUE (CR 72) A CUMULATIVE DISTANCE OF APPROXIMATELY 1100 FEET, INCLUSIVE OF APPROXIMATELY 550 FEET OF REALIGNMENT OF NORTH AVENUE (CR 72) AT THE INTERSECTION OF HURLY ROAD, WITHIN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23

Absent: 2

Vacant: 0

Resolution: ✓

Motion: —

Total: 23 0

Yes No

Abstentions: 0

**2017016** ACCEPTING THE DETERMINATION AND FINDINGS RELATING TO THE PROPOSED PUBLIC PROJECT TO REHABILITATE NORTH AVENUE (CR 72) A CUMULATIVE DISTANCE OF APPROXIMATELY 1100 FEET, INCLUSIVE OF APPROXIMATELY 550 FEET OF REALIGNMENT OF NORTH AVENUE (CR 72) AT THE INTERSECTION OF HURLY ROAD, WITHIN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: January 23, 2017



PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2017017

RE: ADOPTION OF THE SHORT ENVIRONMENTAL ASSESSMENT  
FORM AND NEGATIVE DECLARATION OF SIGNIFICANCE  
FOR THE PROPOSED REALIGNMENT OF COUNTY ROUTE 72  
(NORTH AVENUE) AT THE INTERSECTION OF HURLEY  
ROAD, TOWN OF PLEASANT VALLEY

Legislators PULVER, BORCHERT, BOLNER, and SAGLIANO offer the following and  
move its adoption:

WHEREAS, the Department of Public Works is proposing a project that will involve the  
reconstruction of County Route 72 (North Avenue) on a new alignment in the vicinity of Hurley  
Road to meet current standards for safety and structure which project is located in the Town of  
Pleasant Valley, and

WHEREAS, the project consists of adjusting the horizontal and vertical alignment of  
County Route 72 (North Avenue) and Hurley Road to improve sight distance and safe operation  
of the intersection, which will include: the reconstruction of the pavement to accommodate  
proper lane widths and shoulders; drainage, utilities, signage and pavement markings, retaining  
wall, guiderail, and adjacent landscaping will be reconstructed as required; and to comply with  
New York State Stormwater Management Requirements a pocket wetland is proposed to be  
constructed at the north end of the project adjacent to the existing wetlands to contain the  
stormwater runoff from the project in the Town of Pleasant Valley, Dutchess County, and

WHEREAS, the Legislature has reviewed the Short Environmental Assessment Form  
(EAF) for the involved action, a copy of which is annexed hereto, prepared by the Department of  
Public Works and agrees with its conclusion that the involved project will not result in any  
significant adverse environmental impacts based on the criteria provided in 6 NYCRR 617.7,  
now therefore be it

RESOLVED, that Dutchess County hereby approves and adopts the attached Short  
Environmental Assessment Form for the proposed realignment of County Route 72 (North  
Avenue) at the intersection of Hurley Road in the Town of Pleasant Valley in accordance with 6  
NYCRR 617.7.

CA-017-17

CAB/kvh/R-0966

1/5/17

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the  
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_

Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

REALIGNMENT OF COUNTY ROUTE 72 (NORTH AVENUE) AT INTERSECTION OF HURLEY ROAD  
TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NY

This Fiscal Impact Statement is related to the Resolution Request to have the Legislature and County Executive accept the attached State Environmental Quality Review Act (SEQR) documents classified as an unlisted action with no adverse environmental impacts and to issue a negative declaration based on the findings.

Prepared by: Robert H. Balkind, P.E., Commissioner of Public Works

Prepared On: 12/30/2016

PROJECT ID NUMBER

8755.40

617.20

APPENDIX C

SEQR

STATE ENVIRONMENTAL QUALITY REVIEW

## SHORT ENVIRONMENTAL ASSESSMENT FORM

for UNLISTED ACTIONS Only

## PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT / SPONSOR Dutchess County Department of Public Works	2. PROJECT NAME PIN 8755.40 Reconstruction of CR 72 (North Ave) at Hurley Road
3. PROJECT LOCATION: Town of Pleasant Valley Municipality	Dutchess County County
4. PRECISE LOCATION: Street Address and Road Intersections, Prominent landmarks etc - or provide map Intersection of CR 72 and Hurley Road, Town of Pleasant Valley, Dutchess County	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification / alteration	
6. DESCRIBE PROJECT BRIEFLY: The project will involve the reconstruction of CR 72 on a new alignment in the vicinity of Hurley Road to meet current standards for safety and structure. The pavement will be reconstructed to accommodate proper lane widths, shoulders, and a turning lane if required. Drainage, utilities, signage, gutter, and adjacent landscaping will be constructed as required. The horizontal and vertical alignment of CR 72 and Hurley Road will be adjusted to improve sight distance and operation of the intersection,;	
7. AMOUNT OF LAND AFFECTED: Initially 0.8 acres Ultimately 0.8 acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, describe briefly:	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? (Choose as many as apply.) <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Park / Forest / Open Space <input type="checkbox"/> Other (describe)	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (Federal, State or Local)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit / approval: NYSDEC Freshwater Wetlands Permit and NYSDEC SPDES General Permit	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit / approval:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT / APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant / Sponsor Name Signature <i>Ray V. Bandy</i>	Date: 6/12/07

If the action is a Coastal Area, and you are a state agency,  
complete the Coastal Assessment Form before proceeding with this assessment

## FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

REALIGNMENT OF COUNTY ROUTE 72 (NORTH AVENUE) AT INTERSECTION OF HURLEY ROAD  
TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NY

This Fiscal Impact Statement is related to the Resolution Request to have the Legislature and County Executive accept the attached State Environmental Quality Review Act (SEQR) documents classified as an unlisted action with no adverse environmental impacts and to issue a negative declaration based on the findings.

Prepared by: Robert H. Balkind, P.E., Commissioner of Public Works

(12)

Prepared On: 12/30/2016

PROJECT ID NUMBER

8755.40

617.20

APPENDIX C

SEQR

STATE ENVIRONMENTAL QUALITY REVIEW

## SHORT ENVIRONMENTAL ASSESSMENT FORM

for UNLISTED ACTIONS Only

## PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT / SPONSOR Dutchess County Department of Public Works	2. PROJECT NAME PIN 8755.40 Reconstruction of CR 72 (North Ave) at Hurley Road
3. PROJECT LOCATION: Town of Pleasant Valley Municipality	Dutchess County County
4. PRECISE LOCATION: Street Address and Road Intersections, Prominent landmarks etc - or provide map Intersection of CR 72 and Hurley Road, Town of Pleasant Valley, Dutchess County	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification / alteration	
6. DESCRIBE PROJECT BRIEFLY: The project will involve the reconstruction of CR 72 on a new alignment in the vicinity of Hurley Road to meet current standards for safety and structure. The pavement will be reconstructed to accommodate proper lane widths, shoulders, and a turning lane if required. Drainage, utilities, signage, guardrail, and adjacent landscaping will be constructed as required. The horizontal and vertical alignment of CR 72 and Hurley Road will be adjusted to improve sight distance and operation of the intersection.	
7. AMOUNT OF LAND AFFECTED: Initially 0.8 acres Ultimately 0.8 acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, describe briefly:	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? (Choose as many as apply.) <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Park / Forest / Open Space <input type="checkbox"/> Other (describe)	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (Federal, State or Local) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit / approval: NYSDEC Freshwater Wetlands Permit and NYSDEC SPDES General Permit	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit / approval:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT / APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant / Sponsor Name Signature <i>[Signature]</i>	Date: 6/12/07

If the action is a Coastal Area, and you are a state agency,  
complete the Coastal Assessment Form before proceeding with this assessment

**PART II - IMPACT ASSESSMENT (To be completed by Lead Agency)**

<p>A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.4? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.5? If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)</p> <p>C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic pattern, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: Temporary increase in noise during construction. Noise will terminate upon completion of work. No adverse effect likely.</p> <p>C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: No.</p> <p>C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: No.</p> <p>C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly: No.</p> <p>C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: No.</p> <p>C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly: No.</p> <p>C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly: No.</p>	<p>If yes, coordinate the review process and use the FULL EAF.</p>
<p>D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CRITICAL ENVIRONMENTAL AREA (CEA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, explain briefly:</p>	
<p>E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, explain briefly:</p>	

**PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed. If question D of Part II was checked yes, the determination of significance must evaluate the potential impact of the proposed action on the environmental characteristics of the CEA.

<p><input type="checkbox"/> Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.</p> <p><input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide, on attachments as necessary, the reasons supporting this determination.</p>	
<p>Dutchess County</p> <p>_____ Name of Lead Agency</p> <p>Gregory V. Bentley, P.E. _____ Print or Type Name of Responsible Officer in Lead Agency</p> <p>_____ Signature of Responsible Officer in Lead Agency</p>	<p>June 12, 2007</p> <p>_____ Date</p> <p>Director of Engineering</p> <p>_____ Title of Responsible Officer</p> <p>_____ Signature of Preparer (if different from responsible officer)</p>



## ***Public Works and Capital Projects Roll Call***

<i><b>District</b></i>	<i><b>Name</b></i>	<i><b>Yes</b></i>	<i><b>No</b></i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	absent	
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 15 - Town of Wappinger	Incoronato (VC)	absent	
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present: <u>9</u>	Resolution: <u>✓</u>	Total : <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017017 ADOPTION OF THE SHORT ENVIRONMENTAL ASSESSMENT FORM AND  
NEGATIVE DECLARATION OF SIGNIFICANCE FOR THE PROPOSED REALIGNMENT  
OF COUNTY ROUTE 72 (NORTH AVENUE) AT THE INTERSECTION OF HURLEY  
ROAD, TOWN OF PLEASANT VALLEY**

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	absent	
Present: <u>23</u>	Resolution: <input checked="" type="checkbox"/>	Total: <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: <input type="checkbox"/>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017017 ADOPTION OF THE SHORT ENVIRONMENTAL ASSESSMENT FORM AND NEGATIVE DECLARATION OF SIGNIFICANCE FOR THE PROPOSED REALIGNMENT OF COUNTY ROUTE 72 (NORTH AVENUE) AT THE INTERSECTION OF HURLEY ROAD, TOWN OF PLEASANT VALLEY**

Date: January 23, 2017



RESOLUTION NO. 2017018

RE: DELEGATION OF AUTHORITY WITH RESPECT TO  
CERTAIN REAL PROPERTY TAX REFUNDS

Legislators FLESLAND, BORCHERT, BOLNER, SAGLIANO, JETER-JACKSON,  
TRUITT and LANDISI offer the following and move its adoption:

WHEREAS, Section 556 of the Real Property Tax Law requires that the tax levying body approve or reject an application for a tax refund requested for a claimed unlawful entry, clerical error or error in essential fact, and

WHEREAS, Section 556 of the Real Property Tax Law allows the tax levying body to delegate the authority to perform the duties of such tax levying body, now therefore, be it

RESOLVED, that the Dutchess County Legislature hereby designates the Dutchess County Commissioner of Finance as the official who shall be authorized to make property tax refunds in accordance with applicable provisions of Section 556 of the Real Property Tax Law, and be it further

RESOLVED, that the Dutchess County Commissioner of Finance's authority is applicable only where the recommended refund is TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS or less, and be it further

RESOLVED, that this resolution and the delegation authority it grants shall only be in effect during the calendar year in which it is adopted, and be it further

RESOLVED, that in accordance with Section 556 of the Real Property Tax Law, where the Commissioner of Finance denies the refund or credit, in whole or in part, or where the requested amount is in excess of the amount authorized, the Commissioner shall transmit to the Legislature the report of the Director of Real Property Tax Services, together with both copies of the application, and the reason the Commissioner denied the refund, for review and disposition by the Legislature, and be it further

RESOLVED, that on or before the 15th day of each month, the Dutchess County Commissioner of Finance shall submit a report to the County Legislature of the refunds processed during the preceding month, which report shall contain the name of the recipient, the location of the property, and the amount of the refund, and be it further

RESOLVED, that this resolution shall be filed in the Offices of the Dutchess County Clerk and the Clerk of the Dutchess County Legislature.

CA-005-17

CEB/kvh 12/28/16 G-0145

Fiscal Impact: None S

STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23rd day of January 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger	absent	
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
Present: 9	Resolution: ✓	Total : 9	0
Absent: 3	Motion: _____	Yes	No
Vacant: 0		Abstentions: 0	

2017018 DELEGATION OF AUTHORITY WITH RESPECT TO CERTAIN REAL  
PROPERTY TAX REFUNDS

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 23 0  
 Yes No  
 Abstentions: 0

**2017018 DELEGATION OF AUTHORITY WITH RESPECT TO CERTAIN REAL  
 PROPERTY TAX REFUNDS**

Date: January 23, 2017

RESOLUTION NO. 2017019

RE: DELEGATION OF AUTHORITY WITH RESPECT  
TO CORRECTING ERRORS ON TAX ROLLS

Legislators FLESLAND, BOLNER, SAGLIANO, JETER-JACKSON, TRUITT and  
LANDISI offer the following and move its adoption:

WHEREAS, Section 554 of the Real Property Tax Law requires that the tax levying body  
approve or reject an application to correct a claimed clerical error, an unlawful entry, or error in  
essential fact in a tax roll, and

WHEREAS, Section 554 of the Real Property Tax Law allows the tax levying body to  
delegate the authority vested in it pursuant to Section 554 of the Real Property Tax Law to the  
Commissioner of Finance, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby designates the Dutchess  
County Commissioner of Finance as the official authorized to approve or reject applications to  
correct claimed clerical errors, unlawful entries, or errors in essential fact in a tax roll pursuant to  
Section 554 of the Real Property Tax Law, and be it further

RESOLVED, that the Dutchess County Commissioner of Finance's authority is  
applicable only where the recommended correction is TWO THOUSAND FIVE HUNDRED  
and 00/100 (\$2,500.00) DOLLARS or less, and be it further

RESOLVED, that this resolution and the delegation authority it grants shall only be in  
effect during the calendar year in which it is adopted, and be it further


RESOLVED, that when the Commissioner of Finance denies the correction in whole or  
part, or the correction requested is an amount in excess of \$2,500.00, the Commissioner of  
Finance shall submit to the County Legislature for its review and disposition, the report and  
recommendation of the Director of Real Property Tax together with both copies of the  
application and the reason for the denial, and be it further

RESOLVED, that on or before the 15<sup>th</sup> day of each month, the Dutchess County  
Commissioner of Finance shall submit a report to County Legislature of the corrections  
processed during the preceding month, and the report shall indicate the name of each recipient,  
the location of the property and the amount of the correction, and be it further

RESOLVED, that this resolution shall be filed in the Offices of the Dutchess County  
Clerk and the Clerk of the Dutchess County Legislature.


CA-006-17  
CEB/kvh/G-0145 12/28/16  
Fiscal Impact: None  
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the  
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger	absent	
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
Present: <u>9</u>	Resolution: <u>✓</u>	Total: <u>9</u>	<u>0</u>
Absent: <u>3</u>	Motion: <u>      </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2017019 DELEGATION OF AUTHORITY WITH RESPECT TO CORRECTING  
ERRORS ON TAX ROLLS

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	
Present: <u>23</u>	Resolution: <u>✓</u>	Total: <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017019 DELEGATION OF AUTHORITY WITH RESPECT TO CORRECTING ERRORS ON TAX ROLLS**

Date: January 23, 2017

RESOLUTION NO. 2017020

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF CLINTON  
ASSESSED UNDER THE NAME OF CANNAVINO JAMES A  
CANNAVINO SUZANNE Y  
GRID: 132400-6366-00-023290-0000

Legislators FLESLAND, BOLNER, SAGLIANO, JETER-JACKSON, METZGER,  
TRUITT and LANDISI offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Clinton assessed to Cannavino James A Cannavino Suzanne Y for the levy year 2013 and described as Grid No. 132400-6366-00-023290-0000 amounting to \$ 622.22 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2014 for the tax lien year of 2014, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2014/4304 to enforce the collection of delinquent tax liens for the levy year 2013 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, July 25, 2016, Document # 02 2016 4870, and


WHEREAS, the sum of \$ 1,001.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Eric Herm at 290 NW Peacock Blvd # 881655 Port St. Lucie FL 34986 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-012-17  
HS:CM:CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None

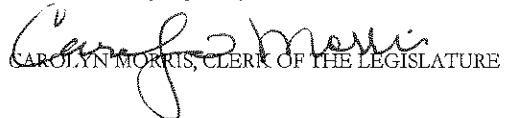
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23rd day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 10  
Absent: 2  
Vacant: 0

Resolution: ✓  
Motion:     

Total : 10 0  
Yes No  
Abstentions: 0

2017020 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF CLINTON ASSESSED  
UNDER THE NAME OF CANNAVINO JAMES A CANNAVINO SUZANNE Y

Date: January 19, 2017



# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	
Present: <u>23</u>	Resolution: <input checked="" type="checkbox"/>	Total: <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2017020 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF CLINTON ASSESSED  
UNDER THE NAME OF CANNAVINO JAMES A CANNAVINO SUZANNE Y

Date: January 23, 2017

RESOLUTION NO. 2017021

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL  
ASSESSED UNDER THE NAME OF RJR ESTATE HOLDINGS LLC  
GRID: 132800-6655-02-871859-0000

Legislators FLESLAND, BOLNER, SAGLIANO, METZGER, JETER-JACKSON, and  
LANDISI offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to RJR Estate Holdings LLC for the levy year 2013 and described as Grid No. 132800-6655-02-871859-0000 amounting to \$ 2,293.74 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2014 for the tax lien year of 2014, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2014/4304 to enforce the collection of delinquent tax liens for the levy year 2013 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, July 25, 2016, Document # 02 2016 4870, and

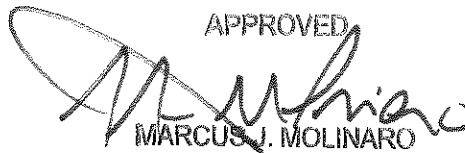
WHEREAS, the sum of \$ 1,001.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Eric Herm at 290 NW Peacock Blvd # 881655 Port St. Lucie FL 34986 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-014-17  
HS/CM/CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None


STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
Present: <u>10</u>	Resolution: <u>✓</u>	Total : <u>10</u>	<u>0</u>
Absent: <u>2</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2017021 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED  
UNDER THE NAME OF RJR ESTATE HOLDINGS LLC

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	
Present: <u>23</u>	Resolution: <input checked="" type="checkbox"/>	Total: <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: <input type="checkbox"/>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2017021 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF RJR ESTATE HOLDINGS LLC**

Date: January 23, 2017

RESOLUTION NO. 2017022

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL  
ASSESSED UNDER THE NAME OF RJR ESTATE HOLDINGS LLC  
GRID: 132800-6655-02-872892-0000

Legislators FLESLAND, BOLNER, SAGLIANO, METZGER and JETER-JACKSON  
offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to RJR Estate Holdings LLC for the levy year 2013 and described as Grid No. 132800-6655-02-872892-0000 amounting to \$3,547.22 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2014 for the tax lien year of 2014, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2014/4304 to enforce the collection of delinquent tax liens for the levy year 2013 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, July 25, 2016, Document # 02 2016 4870, and

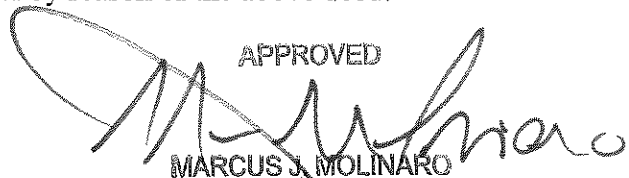
WHEREAS, the sum of \$1,001.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Eric Herm at 290 NW Peacock Blvd # 881655 Port St. Lucie FL 34986 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-015-17  
HS/CM/CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
Present: <u>10</u>	Resolution: <u>✓</u>	Total : <u>10</u>	<u>0</u>
Absent: <u>2</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2017022 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED  
UNDER THE NAME OF RJR ESTATE HOLDINGS LLC

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 23 0  
 Yes No  
 Abstentions: 0

**2017022 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF RJR ESTATE HOLDINGS LLC**

Date: January 23, 2017



RESOLUTION NO. 2017023

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE  
ASSESSED UNDER THE NAME OF ALIM MOHAMMED A ISLAM  
SAIFUL  
GRID: 133400-6360-02-629636-0000

Legislators FLESLAND, BOLNER, SAGLIANO, METZGER and JETER-JACKSON  
offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of LaGrange assessed to Alim  
Mohammed A Islam Saiful for the levy year 2013 and described as Grid No. 133400-6360-02-  
629636-0000 amounting to \$ 863.86 was placed on a List of Delinquent Taxes filed in the  
Dutchess County Clerk's Office on November 3, 2014 for the tax lien year of 2014, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No.  
2014/4304 to enforce the collection of delinquent tax liens for the levy year 2013 and the above  
property was not redeemed within the time prescribed by law, resulting in a judgment of  
foreclosure and a deed conveying title of the property to Dutchess County, which deed was  
recorded on in the Office of the Dutchess County Clerk, July 25, 2016, Document # 02 2016  
4870, and


WHEREAS, the sum of \$ 1,001.00 was tendered to the Dutchess County Commissioner  
of Finance in payment of all right, title and interest which the County may have acquired in and  
to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are  
hereby authorized, empowered and directed to make, execute and deliver in the name of the  
County of Dutchess and of the Legislature of said County, a quitclaim deed to Jeremy Weaver at  
290 NW Peacock Blvd # 881655 Port St. Lucie FL 34986 of any and all interest which the  
County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-009-17  
HS/CM/CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None

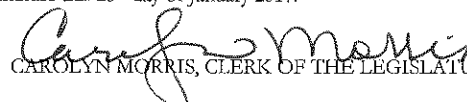
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/17

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the  
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE



# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 10  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 10 0  
           Yes      No  
 Abstentions: 0

2017023 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE  
 ASSESSED UNDER THE NAME OF ALIM MOHAMMED A ISLAM SAIFUL

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	absent	
Present: 23	Resolution: <input checked="" type="checkbox"/>	Total: 23	0
Absent: 3	Motion: <input type="checkbox"/>	Yes	No
Vacant: <u>    </u>		Abstentions: 0	

2017023 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE  
ASSESSED UNDER THE NAME OF ALIM MOHAMMED A ISLAM SAIFUL

Date: January 23, 2017

RESOLUTION NO. 2017024

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE  
ASSESSED UNDER THE NAME OF TEDESCO PAUL  
GRID: 133400-6360-02-581685-0000

Legislators FLESLAND, BOLNER, SAGLIANO, METZGER and JETER-JACKSON offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of LaGrange assessed to Tedesco Paul for the levy year 2011 and described as Grid No. 133400-6360-02-581685-0000 amounting to \$ 3,691.18 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2012 for the tax lien year of 2012, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2012/6396 to enforce the collection of delinquent tax liens for the levy year 2011 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, July 15, 2014, Document # 02 2014 4088, and


WHEREAS, the sum of \$ 1,001.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Jeremy Weaver at 290 NW Peacock Blvd # 881655 Port St. Lucie FL 34986 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-007-17  
HS/CM/CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23rd day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 10  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 10 0  
           Yes      No  
 Abstentions: 0

2017024 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE ASSESSED UNDER THE NAME OF TEDESCO PAUL

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23

Absent: 2

Vacant: 0

Resolution: ✓

Motion:     

Total: 23 0

Yes No

Abstentions: 0

2017024 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE ASSESSED UNDER THE NAME OF TEDESCO PAUL

Date: January 23, 2017

RESOLUTION NO. 2017025

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER  
ASSESSED UNDER THE NAME OF CRAIG CHARLES CRAIG DONALD  
VERNA FREEMAN  
GRID: 135689-6156-02-603593-0000


Legislators FLESLAND, BOLNER, SAGLIANO, METZGER and JETER-JACKSON  
offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Wappinger assessed to Craig Charles  
Craig Donald Verna Freeman for the levy year 1975 or prior and described as Grid No. 135689-  
6156-02-603593-0000, having not been redeemed within the statutory period, was deeded to  
Dutchess County on March 12, 1980, which deed was filed in the Office of the Dutchess County  
Clerk in Liber 1531 of Deeds at page 538, and

WHEREAS, the sum of \$1,001.00 was tendered to the Dutchess County Commissioner  
of Finance in payment of all right, title and interest which the County may have acquired in and  
to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are  
hereby authorized, empowered and directed to make, execute and deliver in the name of the  
County of Dutchess and of the Legislature of said County, a quitclaim deed to Jeremy Weaver at  
290 NW Peacock Blvd #881655 Port St. Lucie FL 34986 of any and all interest which the  
County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-008-17  
HS/CM/CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None


APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the  
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 10  
Absent: 2  
Vacant: 0

Resolution: ✓  
Motion:     

Total : 10 0  
Yes No  
Abstentions: 0

2017025 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER ASSESSED  
UNDER THE NAME OF CRAIG CHARLES CRAIG DONALD VERA FREEMAN

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution: ☒  
 Motion: ☐

Total : 23 0  
 Yes No  
 Abstentions: 0

2017025 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER ASSESSED  
 UNDER THE NAME OF CRAIG CHARLES CRAIG DONALD Verna Freeman

Date: January 23, 2017



RESOLUTION NO. 2017026

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PLEASANT VALLEY  
ASSESSED UNDER THE NAME OF WILLIAMS MARJORIE E  
GRID: 134400-6564-03-155424-0000

Legislators FLESLAND, BOLNER, SAGLIANO, METZGER and JETER-JACKSON  
offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Pleasant Valley assessed to Williams Marjorie E for the levy year 2009 and described as Grid No. 134400-6564-03-155424-0000 amounting to \$282.16 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and


WHEREAS, the sum of \$301.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Eric Herm at 290 NW Peacock Blvd # 881655 Port St. Lucie FL 34986 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-013-17  
HS/CM/CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None


STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 10  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 10 0  
           Yes      No  
 Abstentions: 0

**2017026 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PLEASANT VALLEY  
 ASSESSED UNDER THE NAME OF WILLIAMS MARJORIE E**

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	absent	
Present: <u>23</u>	Resolution: <u>✓</u>	Total: <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2017026 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PLEASANT VALLEY  
ASSESSED UNDER THE NAME OF WILLIAMS MARJORIE E

Date: January 23, 2017

RESOLUTION NO. 2017027

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PLEASANT VALLEY  
ASSESSED UNDER THE NAME OF TSAMOYDAKIS BARBARA  
GRID: 134400-6365-02-799610-0000

Legislators FLESLAND, BOLNER SAGLIANO, JETER-JACKSON, METZGER and  
LANDISI offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Pleasant Valley assessed to  
Tsamoydakiss Barbara for the levy year 2012 and described as Grid No. 134400-6365-02-  
799610-0000 amounting to \$ 1,510.99 was placed on a List of Delinquent Taxes filed in the  
Dutchess County Clerk's Office on November 1, 2013 for the tax lien year of 2013, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No.  
2013/6228 to enforce the collection of delinquent tax liens for the levy year 2012 and the above  
property was not redeemed within the time prescribed by law, resulting in a judgment of  
foreclosure and a deed conveying title of the property to Dutchess County, which deed was  
recorded on in the Office of the Dutchess County Clerk, August 5, 2015, Document # 02 2015  
4734, and


WHEREAS, the sum of \$ 301.00 was tendered to the Dutchess County Commissioner of  
Finance in payment of all right, title and interest which the County may have acquired in and to  
the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are  
hereby authorized, empowered and directed to make, execute and deliver in the name of the  
County of Dutchess and of the Legislature of said County, a quitclaim deed to Jeremy Weaver at  
290 NW Peacock Blvd # 881655 Port St. Lucie FL 34986 of any and all interest which the  
County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-010-17  
HS:CM:CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None


STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the  
same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 10  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 10 0  
           Yes      No  
 Abstentions: 0

2017027 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PLEASANT VALLEY  
 ASSESSED UNDER THE NAME OF TSAMOYDAKIS BARBARA

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23

Absent: 2

Vacant: 0

Resolution: ✓

Motion:     

Total: 23 0

Yes No

Abstentions: 0

2017027 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PLEASANT VALLEY  
ASSESSED UNDER THE NAME OF TSAMOYDAKIS BARBARA

Date: January 23, 2017

RESOLUTION NO. 2017028

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF RHINEBECK  
ASSESSED UNDER THE NAME OF AGUILAR EDGAR O  
GRID: 135089-6270-00-903921-0000

Legislators FLESLAND, BOLNER, SAGLIANO, METZGER and JETER-JACKSON  
offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Rhinebeck assessed to Aguilar Edgar O for the levy year 2012 and described as Grid No. 135089-6270-00-903921-0000 amounting to \$ 3,099.78 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2013 for the tax lien year of 2013, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2013/6228 to enforce the collection of delinquent tax liens for the levy year 2012 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, August 5, 2015, Document # 02 2015 4734, and


WHEREAS, the sum of \$301.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Jeremy Weaver at 290 NW Peacock Blvd # 881655 Port St. Lucie FL 34986 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-011-17  
HS/CM/CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None

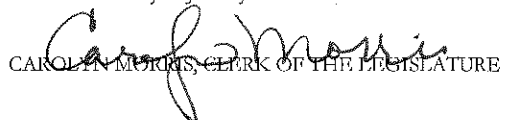
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 10  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 10 0  
           Yes      No  
 Abstentions: 0

2017028 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF RHINEBECK ASSESSED  
 UNDER THE NAME OF AGUILAR EDGAR O

Date: January 19, 2017



# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	absent	
Present: <u>23</u>	Resolution: <u>✓</u>	Total: <u>23</u>	<u>0</u>
Absent: <u>2</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2017028 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF RHINEBECK ASSESSED UNDER THE NAME OF AGUILAR EDGAR O

Date: January 23, 2017

RESOLUTION NO. 2017029

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF STANFORD  
ASSESSED UNDER THE NAME OF JACOB ELLEN CLAIRE  
JACOB ROBERT G  
GRID: 135200-6667-00-965314-0000

Legislators FLESLAND, BOLNER, SAGLIANO, METZGER and JETER-JACKSON  
offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Stanford assessed to Jacob Ellen Claire Jacob Robert G for the levy year 2013 and described as Grid No. 135200-6667-00-965314-0000 amounting to \$ 98.61 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2014 for the tax lien year of 2014, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2014/4304 to enforce the collection of delinquent tax liens for the levy year 2013 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, July 25, 2016, Document # 02 2016 4870, and


WHEREAS, the sum of \$ 1,001.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Eric Herm at 290 NW Peacock Blvd # 881655 Port St. Lucie FL 34986 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-016-17  
HS/CM/CA/CEB/kvh  
1/4/17 R-0324-C5  
Fiscal Impact: None

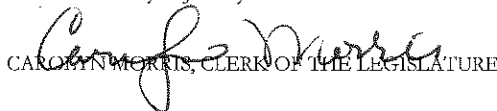
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 10  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 10 0  
           Yes      No  
 Abstentions: 0

2017029 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF STANFORD ASSESSED  
 UNDER THE NAME OF JACOB ELLEN CLAIRE JACOB ROBERT G

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

Present: 23

Absent: 2

Vacant: 0

Resolution: ✓

Motion:     

Total : 23 0

Yes No

Abstentions: 0

**2017029** QUIT CLAIM DEED, PROPERTY IN THE TOWN OF STANFORD ASSESSED  
UNDER THE NAME OF JACOB ELLEN CLAIRE JACOB ROBERT G

Date: January 23, 2017

Public Works & Capital Projects

RESOLUTION NO. 2017030

RE: QUIT CLAIM DEED, PROPERTY IN THE  
TOWN OF POUGHKEEPSIE, ASSESSED UNDER  
THE NAME OF KHAN SAIDUR UDDIN ANWAR  
GRID: 134689-6363-03-022081-0000

Legislators PULVER, BOLNER, JETER-JACKSON, METZGER and TRUITT offer the following and move its adoption, and

WHEREAS, unpaid tax on property in the Town of Poughkeepsie assessed to Khan Saidur Uddin Anwar for the levy year 2013 and described as Grid No. 134689-6363-03-022081-0000 amounting to \$ 2,357.91 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2014 for the tax lien year of 2014, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No.2014/4304 to enforce the collection of delinquent tax liens for the levy year 2013 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, July 25, 2016, Document # 02 2016 4870, and

WHEREAS, the sum of \$500.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Teixeira John at 15 Steuben Rd Garrison NY 10524 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.



CA-022-17  
HS/CM/CA/CEB/kvh  
1/5/17 R-0324-C5  
Fiscal Impact: None

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 1/25/2017  
  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
Present: <u>10</u>	Resolution: <u>✓</u>	Total: <u>10</u>	<u>0</u>
Absent: <u>2</u>	Motion: <u>      </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2017030 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF POUGHKEEPSIE,  
ASSESSED UNDER THE NAME OF KHAN SAIDUR UDDIN ANWAR

Date: January 19, 2017

# Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<i>absent</i>	

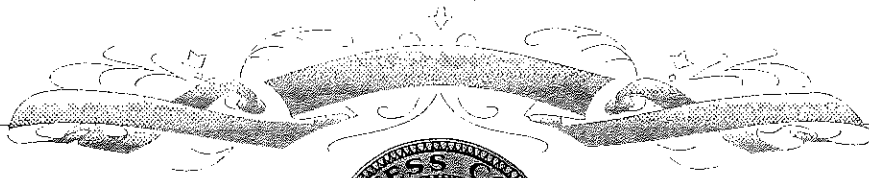
Present: 23      Resolution: ✓      Total : 23      0  
 Absent: 2      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2017030 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF POUGHKEEPSIE,  
 ASSESSED UNDER THE NAME OF KHAN SAIDUR UDDIN ANWAR

Date: January 23, 2017



# Dutchess County Legislature



## Commendation: James L. Sedore Jr.

The Dutchess County Legislature offers the following and moves its adoption:

**WHEREAS**, the Dutchess County Legislature seeks to acknowledge the contributions of individuals who perform public service for Dutchess County, and

**WHEREAS**, James L. Sedore, Jr. has had many civic accomplishments, and among those being Dutchess County's representative on the Metropolitan Transportation Authority ("MTA") Special Board in July 1994 and he served as the Chairman of the Metro-North Committee and has also served as the Chair of the MTA Audit Committee and as a member of the Capital Program Oversight, Corporate Governance, Finance, Safety, and Long Island Rail Road Committees, and

**WHEREAS**, Mr. Sedore made the decision not to seek reappointment to the MTA Board following over two decades of service, and

**WHEREAS**, among the investments and improvements that Metro North Railroad has completed during Mr. Sedore's tenure on the board that benefited Dutchess County include investments totaling \$40 million at the Poughkeepsie Train Station including the completion of a new parking structure in 2002, including overpass and station building improvements, the restoration of the historic walkway and new intermodal center; improvements at the New Hamburg Train Station, including parking lot expansion and the creation of an exit road; over \$20 million in investment at the Beacon Train Station for station access improvements and expanded parking including an intermodal plaza/drop off area featuring award winning landscaping, seating and new bike racks; creation of two new stations and nearly 400 parking spaces along the Harlem Line with the completion of the Wassaic Extension in 2000; and construction of the MTA canine training facility, the only mass transportation canine in the country, that will open this spring in Stormville and the launch of the Newburgh-Beacon ferry in 2005 with connections to Hudson Line train service, and

**WHEREAS**, Mr. Sedore, a resident of the Town of Fishkill, is a career Certified Public Accountant and is a founding partner of Sedore & Company CPAs, which serves the counties of Dutchess, Putnam, and Orange and he is active in a wide variety of civic organizations and has served as an officer or member of numerous business, not-for-profit, and political organizations, including the board of trustees for Vassar Brothers Medical Center, now, therefore, be it

**RESOLVED**, that the Dutchess County Legislature on behalf of all people of Dutchess County does hereby commend, congratulate and thank James L. Sedore Jr. for his many years of dedication serving the government and residents of Dutchess County, and be it further

**RESOLVED**, that the Dutchess County Legislature hereby extends its best wishes to James L. Sedore Jr. and offers their best wishes in all his future endeavors.

STATE OF NEW YORK

Resolution No. 2017031

COUNTY OF DUTCHESS

ss:

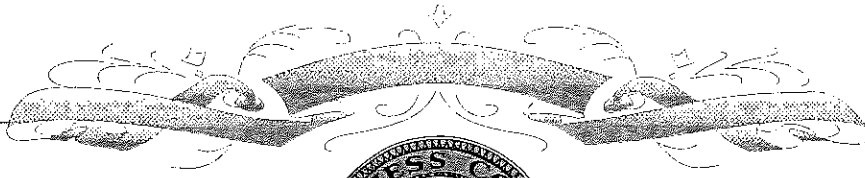
This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE



# Dutchess County Legislature



## Condolence: Antonia (Tony) Koroxenos-Adair

The Dutchess County Legislature offers the following and moves its adoption:

**WHEREAS**, the Dutchess County Legislature has learned with profound sadness and regret of the recent death of Antonia Koroxenos-Adair, on January 1, 2017, at the age of 37, and

**WHEREAS**, Antonia Koroxenos-Adair was born in North Tarrytown, New York on May 27, 1979, and

**WHEREAS**, Antonia was the daughter of Nickolaos Koroxenos and Anastasia (Hantzarides) Manos and she married John J. Adair on October 10, 2009 at Kimisis Greek Orthodox Church Poughkeepsie who survives at home with her two sons Niko and Taso, and

**WHEREAS**, Antonia was a member of the Kimisis Greek Orthodox Church, was a graduate of Dutchess Community College and Marist College where she played basketball and earned a degree in Computer Science, and

**WHEREAS**, Tony's career of service with Dutchess County spanned 13 years beginning with a position in the County Clerk's office in 2003 as a Receiving Registry Clerk before becoming a User Services Liaison with OCIS in 2004, followed by a promotion to Micro Computer Network Support Specialist in 2008, and

**WHEREAS**, her passing will be mourned by her family, friends and colleagues throughout Dutchess County, now, therefore, be it

**RESOLVED**, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Antonia Koroxenos-Adair, and, be it further

**RESOLVED**, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Antonia Koroxenos-Adair.

Resolution No. 2017032

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 23rd day of January 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 23<sup>rd</sup> day of January 2017.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

On motion by Legislator Bolner, duly seconded by Legislator Miccio and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

No one wishing to speak, on motion by Legislator Bolner, duly seconded by Legislator Thomes and carried, the Regular Order of Business was resumed.

There being no further business, the Chairman adjourned the meeting at 7:53 p.m. in memory of Antonia (Tony) Korozenos-Adair.